

CONTRACT DOCUMENTS
FOR THE
CITY OF ELGIN
15TH. ST. IMPROVEMENT PROJECT
1988

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ADVERTISEMENT FOR BIDS

City of Elgin
P.O. Box 128
Elgin, Oregon, 97827

The City of Elgin invites bids for paving.

unit
"Option A"

Approximately 1994 Ln. Ft. of 15th Ave. and approximately 245 Ln. Ft. of 10th Ave.

unit
"Option B"

Approximately 455 Ft. of 15th Ave.

The Project will include approximately 298 Cu. Yds. of Class "C" asphaltic concrete for "Option A" and approximately 29 Cu. Yds. of Class "C" asphaltic concrete for "Option B".

Sealed Bids for the described Project will be received by the City of Elgin, at the Elgin Community Center, 260 N 10th, P.O. Box 128, Elgin, Oregon, 97827 until 2:00P.M. Pacific Daylight Savings Time, May 23rd, 1988 and then publicly opened and read aloud *as an agenda item at Council Meeting*

No Bid will be considered unless it contains a statement by the Bidder that ORS 279.350 (Prevailing Wage Law) and prevailing wage rates will be complied with.

Copies of the Contract Document may be obtained (upon non-refundable payment of \$20.00 for each set) or examined at Elgin Community Center, 260 N 10th, P. O. Box 128, Elgin, Oregon, 97827.

Each bid must be on the prescribed form. Bid Performance and Payment Bonds are required on this Project.

Date

Mayor
City of Elgin

INFORMATION FOR BIDDERS

Bids will be received by City of Elgin, Oregon (herein call the owner), at the Elgin Community Center, Elgin, Oregon, until 2:00 pm Pacific Daylight Savings Time, May 23, 1988, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to Mayor and City Council, at the Elgin Community Center, 260 N. 10th, P.O. Box 128, Elgin, Oregon 97827. Each sealed envelope containing a Bid must plainly marked on the outside as BID FOR CITY OF ELGIN STREET IMPROVEMENT PROJECT -1988

The envelope should bear on the outside the name of the Bidder, his address, telephone number and license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the City of Elgin, P.O. Box 128, Elgin, Oregon 97827.

All Bids must be made on the required Bid form. All blank spaces for the Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No BIDDER may withdraw a Bid with 60 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

The OWNER shall provide to BIDDERS prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid bond payable to the OWNER for five(5) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the

successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact- who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by BIDDER to execute the Agreement, the OWNER at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the agreement was awarded shall sign the agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the owner.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, as per ORS 279, and the BIDDER shall furnish to the OWNER all such information data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted.

All applicable laws ordinances, and the rules and regulations of all authorities having jurisdiction over

construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his bid.

The low BIDDER shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the OWNER.

Bid items calling for unit prices show estimated quantities of work to be performed. These quantities, although shown with as much accuracy as possible, are approximate only and are for bidding purposes only. Payment of the CONTRACTOR shall be made on the work actually performed by the CONTRACTOR as described in the Technical Specifications. The OWNER reserves the right to increase or decrease the amount of these quantities as may be deemed necessary.

Samples of the following forms are included in these Contract Documents. Copies of these forms will be given to the successful BIDDER as required.

AGREEMENT	PAYMENT BOND
PERFORMANCE BOND	NOTICE OF AWARD
NOTICE TO PROCEED	CHANGE ORDER
PARTIAL PAYMENT EST.	CERTIFICATE OF INSURANCE
WAGE CERTIFICATION	

This project is being bid with two (2) bid options: OPTION A and OPTION B. The difference between the bid options is quantity of A.C. Completions date of June 1, 1988 is for either Options. Both Options will be completed by the same date if the bid price is acceptable to the OWNER for Option B. If Option B is not acceptable the Option A will be completed by June 1, 1988.

It is the intent of this contract is to bid it in the fall of 1987 with paving to be completed in the spring of 1988. This is to allow the existing grade to settle through the winter prior to paving.

Award of a contract will be made to the lowest responsive responsible BIDDER for the bid option selected by the OWNER. A responsive bid shall be defined as complying with all conditions set forth in these Contract Documents, ORS Chapter 279, and including submitting the following items prior to the bid opening date and time.

1. A completed and signed Bid and Bid Schedule.

2. A completed and signed Biddger's Performance and Payment Bond Statement.

3. A properly executed Bid Bond or Certified Check in the amount of five (5) percent of the total amount of the bid.

BID

Proposal of _____
(hereinafter called "BIDDER"), organized under the existing laws
of the State of _____ doing business as _____
To the City of Elgin _____
_____ (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to perform all WORK for the construction of 15th Ave &
10th St. IMPROVEMENT PROJECT

in strict concordance with the CONTRACT DOCUMENTS, within the
time set forth therein, and the prices stated below.

By submission of this BID, each BIDDER certifies, and in the
case of a joint BID each party thereto certifies as to his own
organization, that this BID has been arrived at independently,
without consultation, communication, or agreement as to any
matter relating to this BID with any other BIDDER or with any
competitor.

BIDDER hereby agrees to commence WORK under this contract on
or before a date to be specified in the NOTICE TO PROCEED and to
fully complete the PROJECT within the PROJECT SCHEDULE for the
BID OPTION selected by the Owner as outlined in the General
Conditions. BIDDER further agrees to pay as liquidated damages
the sum of \$100.00 for each consecutive calendar day thereafter
as provided in Section 16 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

*

Insert " a corporation ", "a partnership", or an individual " as
applicable.

BIDDER agrees to perform all the work described in the
CONTRACT DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO. ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PR.
		Unit Option A	8.1.88	

Completion Date- June 1, 1988

- 1) Mobilization
(Not to exceed 5% of
total Bid Price) Lump sum All Req'd \$_____
- 2) Class 'C' Asphalt Concrete
2 inch Compacted Depth Sq Yd. \$_____ 5850 S.Y. \$_____

TOTAL BID PRICE - OPTION A \$_____

Unit C

Option B

Completion Date- June 1, 1988

- 1) Mobilization
(Not to exceed 5% of
total Bid Price) Lump Sum All Req'd \$_____
- 2) Class 'C' Asphalt Concrete
1 inch Compacted Depth Sq Yd. \$_____ 1050 S.Y. \$_____

TOTAL BID PRICE - OPTION B \$_____

By submitting this Bid, the Bidder hereby certifies ORS 179.350 (Prevailing Wage Law) will be complied with.

Respectfully submitted:

signature	address
title	date

license (SEAL if BID is a corporation)

Attest _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undesigned, _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound unto City of Elgin as owner in the penal

sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 1987.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Elgin a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

A. If said BID shall be rejected, or

B. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached herto (properly completed in accordance with said Bid) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value recieved, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does heerby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By:-----

IMPORTANT--Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Signature

Address

Title

Date

License Number(if applicable)

SEAL-if BID is by a corporation

attest-----

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

_____, hereinafter
referred to as Contractor, is submitting a bid to _____
_____ City of Elgin pursuant to the latter's advertisement
for bids on the project _____

_____ Contractor certifies that if it is awarded the
contract, Contractor has the financial ability to obtain good and
sufficient bonds issued by a surety to the Owner in sums equal to
the amount of the bid providing for the faithful performance of
the contract and payment of labor and materials.

Contractor understands and agrees if Contractor fails to provide
the performance and payment bonds, the Owner may reject such a
bid and the bid bond or security submitted with the subject bid
may be forfeited.

The surety requested to issue the performance and payment bonds
will be _____, Contractor hereby
authorizes _____ to disclose any
information to the Owner concerning Contractor's ability to
supply performance and payment bonds in the amount of the
contract.

Contractor

NOTICE OF AWARD

To: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its advertisement for Bids dated _____, 1988.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____ 1988

Owner

By _____

Title _____

GENERAL CONDITIONS

The intent of these General Conditions and other project documents are to establish guidelines and intent for the completion of the work as specified.

1. DRAWINGS AND SPECIFICATIONS

1.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy by the Owner.

1.2 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

2. INSPECTION AND TESTING

2.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the Contract Documents.

2.2 The Owner shall provide all inspection and testing services not required by the Contract Documents.

2.3 Inspections, tests or approvals by the Owner or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

3. PROTECTION OF WORK, PROPERTY AND PERSONS

3.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work. He will take all necessary precautions for the safety of , and will provide the necessary protection to prevent damage, injury or loss to all employees on the work, and other persons who may be affected thereby, all the work and all

materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Representative or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3.3 All construction necessary for the work shall be on property owned by the City unless shown otherwise. The Contractor shall confine his operation to the property boundaries. Any damage to property outside City property or public rights-of-way shall be the responsibility of the Contractor.

4. SUPERVISION BY CONTRACTOR

4.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

5. CHANGES IN THE WORK

5.1 The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for

performance of the work, an equitable adjustment shall be authorize by Change Order.

6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

6.1 The date of beginning and time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

6.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

6.3 If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

6.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given WRITTEN NOTICE of such delay to the Owner or Representative. To any preference, priority or allocation order duly issued by the Owner; To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

7. CORRECTION OF WORK

7.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

8. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

8.1 The acceptance of the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

9. INSURANCE

9.1 The Contractor shall purchase at his own expense, and maintain during the contract period, such insurance as necessary to provide financial protection against claims which may arise out of or result from the Contractor's execution of the contract, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance is to include but not be limited to that hereinafter specified. If the Contractor does not provide coverage for Subcontractor(s), then the Subcontractor (s) shall also provide the coverage and certification as specified herein.

9.2 The Contractor shall procure and maintain Worker's Compensation and Employer's Liability insurance as designated below:

Coverage for injuries that are compensable under Worker's Compensation Acts and for diseases under Occupational Disease Acts and/or against liability imposed by law for injuries to employees that are not compensable, including any class of employees engaged in hazardous work under this contract not otherwise protected.

9.3 The Contractor shall procure and maintain property insurance as designated below:

Coverage for the loss of, or damages to, property constructed under the project.

The property insurance policy shall include as a named insured or additional insureds the Owner, the Contractor, the Subcontractors and the Owner's Agents as their interests may appear.

9.4 The Contractor shall procure and maintain Comprehensive General Liability insurance as designated below:

Coverage for nonautomobile liability, not including injuries to

employees, which arises from bodily injury or property damage occurring through the conduct of business operations under the contract. Such coverage shall include but not be limited to: Premises and Operations liability, Blanket Contractual liability, Products and Completed Operations liability; and where applicable, Personal Injury liability, Errors and Omissions liability, Explosion liability, Mobile Equipment liability and Collapse liability.

General Liability insurance shall be written with split limits of liability of 500/500/200.

The Comprehensive General Liability insurance policy shall include as a named insured or additional insureds the Owner, the Contractor, the Subcontractor and the Owner's Agents as their interest may appear.

9.5 The Contractor shall procure and maintain Comprehensive Automobile Liability insurance as designated below:

Coverage for Bodily Injury and Property Damage arising out of the ownership, maintenance or use of any automobile, including owned, hired, and non-owned automobiles. Coverage is also to be provided for other liabilities specified under statutory requirements.

Automobile liability insurance limits shall be written to meet or exceed statutory requirements.

9.6 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the project. These certificates are to be completed in a manner so as to verify compliance with the insurance requirements delineated in this document. In addition they shall contain a provision that coverages afforded under the policies will not be terminated unless at least fifteen (15) days prior written notice has been given to the Owner. In addition to Certificates of Insurance provided by insurance companies, the Contractor and Subcontractor(s) shall furnish a completed and executed copy(s) of the Certificate of Insurance included in these Contract Documents.

OWNER'S REPRESENTATIVE

The Owner's representative, during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. He will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

10.2 The Contractor will be held strictly to the intent of the

Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

10.3 The Owners Representative will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

10.4 The Owners Representative shall promptly make decisions relative to interpretation of the Contract Documents.

11. GUARANTY

11.1 The Contractor shall guarantee all materials, work and equipment furnished and work performed for a period of one (1) year from the date of acceptance. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of acceptance of the system that the completed project is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repair, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

12. INDEMNIFICATION

The Contractor shall indemnify against and save Owner and Owner's agents harmless from any and all liability, loss, damage or claims of any kind whatsoever, including claims for injury to or death of Owner's or Contractor's employees or any other person or damage to any property or work, in any way resulting from acts or omissions of the Contractor, his agents or employees and arising out of or in any way connected with the performance of the project. Upon demand Contractor will reimburse Owner for all expenses and attorneys fees incurred in defending or adjusting any such liability, loss, damage or claim. All work done at the site of construction or in preparing or delivering materials to the said site shall be at the risk of the Contractor alone.

13. DELAY OF WORK

If Contractor shall fail to perform any work or deliver or replace any materials within the time specified or in accordance with the requirements herein stated and to the satisfaction of Owner, then Owner may, at his election, have said work done and Contractor shall, upon demand, pay any excess in cost of the same over and above the price herein specified, together with any

additional expense incurred by Owner in connection therewith, and should any loss or damage be occasioned to Owner thereby. Contractor shall, upon demand, pay all such loss or damage, provided, however, that Contractor shall not be liable under this paragraph if such default be caused by strikes, lockouts, or acts of God, concerning which, however, notice shall be given by Contractor to Owner in writing immediately upon the occurrence of any such strike, lockout, or act of God, in order to relieve Contractor of responsibility.

14. CLEANUP AND RESTORATION,

Cleaning up shall be a continuing process from the start of the work to final acceptance of the project. The Contractor shall, at all times, at his own expense and without further order, keep property on which work is in progress free from accumulations of waste material or rubbish caused by employees or by the work, and at all times during the construction period shall maintain structure sites, rights-of-way, easements, adjacent property, and the surfaces of streets and roads on which work is being done in a safe condition for the Contractor's workers and the public. Accumulations of waste materials that might constitute a fire hazard will not be permitted. Spillage from the Contractor's hauling vehicles on travelled public or private roads shall be promptly cleaned up. Upon completion of the work the Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste material, equipment and supplies, resulting from his operations. The Contractor shall restore or replace in kind, damages to private property or to the Owner's property caused by his operations. All areas outside the limits of the work specified here that have been disturbed by the Contractor shall be smoothed, reshaped, restored, and stabilized to conform to the surrounding undisturbed areas. He shall leave such lands in a neat and orderly condition which is at least as good as the condition in which he found them prior to his operations. Should the Contractor fail to provide said cleanup and restoration, the Owner shall have the right to perform such work at the expense of the Contractor.

15. WORK SCHEDULE

The Contractor shall arrange his work schedule such that all phases of work once started shall be diligently pursued until completed. The intent is that the work area shall not be disturbed for undue periods of time. Under no circumstances, unless approved by the Owner, shall work be left uncompleted.

16. PROJECT SCHEDULE

unit
Bid Option A. If ~~Option~~ "A" is selected by the Owner, the work shall be completed by ~~June 1, 1988~~

August 1, 1988

unit B
Bid Option B. If *unit* Option "B" is selected by the Owner, the work shall be completed by ~~June 1, 1988~~ *August 1, 1988*

It shall be clearly understood that all work including corrective work shall be completed by the specified completion date and within the time allowed. Liquidated damages in the amount of \$100.00 per calendar day shall be assessed the Contractor if the work is not completed as specified.

17. MOBILIZATION

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site. The Owner will provide adequate access to the work site but the Contractor shall be responsible for all site preparation necessary for his operations. Mobilization shall also include premiums on bonds and insurance for the project.

Any bid received in which the mobilization amount exceeds the original contract amount by more than 5% of the bid schedule shall be paid by a maximum of 5% of the original bid at the beginning of the project and the remainder of the amount bid for mobilization at the conclusion of the project.

18. MEASUREMENT AND PAYMENT

1. General. Measurement and payment for the bid items listed in the Bid Schedule shall be on the basis of the description listed in the Technical Specifications or shown on the Drawings. Unless the work to be done is specifically called out to be measured and paid for in the Bid Schedule, payment for such work shall be included in other applicable items of the Bid Schedule, and there shall be no separate measurement and payment for the work.

Items listed in the Bid Schedule as lump sum are intended to include all work for the complete installation as generally described in the Drawings and the Technical Specifications. The summation of all bid items shall equal all work required by the Drawings and Specifications regardless of whether individual items of work are described under bid item descriptions.

2. MOBILIZATION. There shall be no measurement for mobilization. Payment shall be at the contract lump sum price listed in the Bid for "Mobilization". The price stated therein shall be full compensation for all labor, materials, equipment and incidentals necessary to perform the work as specified herein:

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1988 by and between the City of Elgin, Oregon hereinafter called "OWNER" and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of City of Elgin, Oregon, Street Improvement Project 1988.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT as required in the Contract Documents.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS and will complete the same in accordance with the Project Schedule as specified for Bid Option _____, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the BID schedule for Bid Option ^{unit}_____.

5. The OWNER will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amounts as provided in the Bid Schedule and required by the CONTRACT DOCUMENTS.

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators,

successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three (3)) each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF ELGIN, OREGON

BY

Name

Title

(SEAL)

ATTEST:

Name

Title

CONTRACTOR:

By

Name

Title

(SEAL)

ATTEST:

Name

Title

CERTIFICATE OF INSURANCE

This is to certify to (OWNER of PROJECT): _____

That the below described Policy or Policies have been issued for
(CONTRACTOR): _____

By the (Name and Address of Insurance Company) INSURER: _____

In order to provide insurance coverage as required by the
CONTRACT DOCUMENTS (name of Project): _____

Description of Policy or Policies: (Policy No., Expiration Date,
Coverage, Limits, etc.) _____

The INSURER and the CONTRACTOR both hereby certify that the
above named CONTRACTOR does indeed have the full insurance
coverage required by the Project CONTRACT DOCUMENTS.

The INSURER agrees that it will notify the OWNER in writing
of any material change, expiration, or cancellation of the above
described insurance not less than 15 days before such change,
expiration, or cancellation becomes effective. It is further
agreed that above named OWNER, his officers, agents (including
Engineer) and employees are included as additional named
insureds, but only as respects the performance of the above
described contract.

Name of Insurance Company(s)

Date

Insurance Agency

Date

Authorized Representative

Date

Signature of Contractor

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

_____, hereinafter called Principal,
(Corporation Partnership or Indv)

and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto_____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 19_____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUNCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials,

lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract no increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
number
counterparts, each one of which shall be deemed an original, this
the _____ day of _____, 19____.

ATTEST:

Principal

(Principal) secretary

(SEAL)

By _____ (S)

Address

Witness as to Principal

Address

ATTEST:

Witness as to Surety

Address

Surety

By _____
Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the
Treasury Department's most current list (Circular 570 as amended)
and be authorized to transact business in the State where the
PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 19_____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms,

conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(Number)
counterparts, each one of which shall be deemed an original, this
the _____ day of _____ 19_____.

ATTEST:

Principal

By _____

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

By

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT.
If CONTRACTOR is Partnership, all partners should execute
BOND.

IMPORTANT: Surety companies executing BONDS must appear on the
Treasury Department's most current list (Circular 570
as amended) and be authorized to transact business in
the State where the PROJECT is located.

CONTRACT

THIS CONTRACT, made and entered into, in duplicate, this by and between the CITY of ELGIN, by and through its CITY COUNCIL, hereinafter called the CITY and

Federal Tax ID No.
hereinafter called "Contractor".

Federal Tax ID No.

That the said Contractor, in consideration of the sums to be paid by the CITY in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable plans, the applicable Standard Specifications, the special provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Engineer or the Commission, and according to such directions as may from time to time be made or given by the Engineer under the Authority and within the meaning and purpose of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable plans, the applicable Standard Specifications, the special provisions bound herewith and the schedule of contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all of the obligations of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the State. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable plans, Standard Specifications, special provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer and to his satisfaction, and, on Federal-Aid-Projects, to the satisfaction of the Federal Highway Administration, or its authorized representative, in conformity with the requirements of the Federal-Aid Road Act and all amendments thereto, the State agrees to pay to the said Contractor the amount earned, as

determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the applicable Standard Specifications or special provisions.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this contract. Approval was given for this contract on _____ by _____ which approval is on file in the Commission records. The delegation order also authorized the State Highway Engineer to execute the contract on behalf of the Commission.

APPROVED AS TO FORM ONLY:

City

Mayor

City Recorder

Contractor

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Contractor

Authorized Official Signature

By _____
Authorized Official Signature

PREVAILING WAGE RATES

NOTICE TO PROCEED

To: _____ Date: _____

_____ Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 19_____, on or before _____ 19_____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 19_____.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

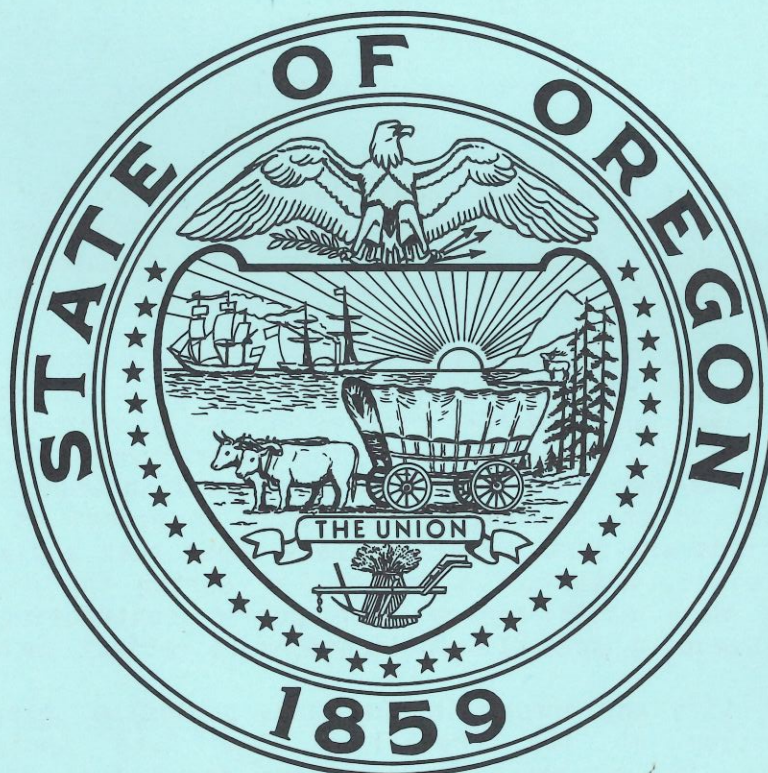
this the _____ day
of _____, 19_____

By _____

Title _____

Order No. _____

PREVAILING WAGE RATES
for
Public Works Contracts in Oregon



BOLI

Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective January 1, 1988



BUREAU OF LABOR AND INDUSTRIES

Mary Roberts, Commissioner

January 1, 1988

This booklet contains the Prevailing Wage Rates for the building and construction trades in the State of Oregon. These rates are effective January 1, 1988. These rates have been amended in accordance with ORS 279.348 through ORS 279.365.

Prevailing Wage Rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of any public works. Copies of these rates must be incorporated into all bid specifications when the advertisement for a public works contract is issued. A provision that Prevailing Wage Rates be paid must also be put in the contract. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project, with one exception; if during the bidding process the Prevailing Wage Rates change, the public contracting agency has the option of amending the bid specifications to reflect such changes.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Analyst in Portland (229-6655). If you have any questions about the manner in which the Prevailing Wage Rates are enforced, contact the Wage and Hour Division in Portland (229-5750).

MARY WENDY ROBERTS
Commissioner
Bureau of Labor and Industries

PORTLAND
1400 SW 5th Avenue
Portland, Oregon 97201

SALEM
3865 Wolverine St. NE; E-1
Salem, Oregon 97310

EUGENE
165 E. 7th Street, Suite 220
Eugene, Oregon 97401

MEDFORD
700 E. Main
Medford, Oregon 97504

COOS BAY
320 Central Ave., Suite 510
Coos Bay, Oregon 97420

BEND
1230 NE Third, Suite A244
Bend, Oregon 97701

PENDLETON
700 SE Emigrant, Suite 240
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

ANNOUNCEMENT

The Prevailing Wage Rates contained in this booklet generally reflect those rates determined for Oregon by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act; certain changes have been made to better reflect prevailing practices in Oregon. Pursuant to ORS 279.348 to ORS 279.365, these rates have been adopted for use on public works contracts in Oregon. If you have specific questions regarding how rates are determined or if you would like a copy of this booklet, please contact:

Prevailing Wage Rate Analyst
Bureau of Labor and Industries
1400 S. W. 5th Avenue,
Portland, OR 97201
(503)229-6655

The first copy is free. Additional copies are available for 75¢ each.

GENERAL INFORMATION

Information in this section and in the "Commonly Asked Questions" is meant to provide a convenient reference to Oregon's Prevailing Wage Rate Law. It is in no way a complete statement of the laws and rules.

If you have questions about the enforcement of Prevailing Wage Rates, please contact the Wage and Hour Division. Division offices may be reached at the following phone numbers:

Bend	388-6330
Eugene	686-7623
Medford	776-6013
Pendleton	276-7884
Portland	229-5750
Salem	378-3292

Apprentices and Trainees

Apprentices and trainees may be employed on public works. To qualify as an apprentice or trainee, the worker must be registered in a bonafide apprenticeship or training program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship and Training Agency recognized by BAT. The apprentice or trainee is to receive all fringe benefits and a percentage of the journeyman's wage rate; the appropriate percentage shall be determined by the apprenticeship or training committee. All other workers must receive rates as published.

Zone Pay

In certain trades, the basic hourly rate of pay progressively increases based upon the distance between the job site and a designated landmark; this is commonly referred to as zone pay. To determine the hourly wage, find the correct zone based on the number of road miles the job site is from the closest designated city (based either on distance from city hall or from geographical center of the city, depending on the trade) and add the amount for that zone to the basic hourly rate. Zone pay, unlike travel pay, is the basic hourly wage upon which overtime is computed.

Bid Specifications

The specifications for every public works contract must include the current Prevailing Wage Rates in effect at the time the specifications are first advertised. A statement incorporating the existing rates by reference will not satisfy this requirement (ORS 279.352).

NOTE: If a public agency fails to include the Prevailing Wage Rates in the contract specifications or fails to include in the contract the provision that Prevailing Wage Rates must be paid, the liability for any unpaid prevailing wages could be exclusively that of the agency.

Fringe Benefits

Payments for fringe benefits are in addition to the basic hourly rate. Fringe benefits means the amount for:

- a) medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from an occupational activity, or insurance to provide any of the foregoing;
- b) unemployment benefits, life insurance, disability and sickness insurance or accident insurance;
- c) vacation and holiday pay;
- d) defraying costs of apprenticeship or other similar programs; and
- e) other such bona fide benefits.

NOTE: For the purpose of Prevailing Wage Rates, fringe benefits do not include any benefits which may be required by federal, state or local law (e.g. Workers' Compensation, Unemployment Insurance, etc.).

Fringe benefits may be paid to the worker in cash or to a third party administering a fringe benefit program. When an hourly rate in excess of the required prevailing base rate is paid, the amount by which the rate is exceeded may be credited toward payment of fringe benefits.

Overtime

Workers employed on a public works job for more than eight hours in a day or 40 hours in a week must be paid overtime for each additional hour so worked (ORS 279.334). Overtime is calculated at no less than one and one-half times the basic hourly rate as determined by the Commissioner of Labor (not including fringe benefits which are paid at the straight rate for every hour worked). In the computation of overtime, travel pay does not need to be included but zone pay differentials do.

Work performed on Saturday, Sunday or legal holidays must also be compensated at time and one-half. Legal holidays for purposes of Prevailing Wage Rates include the following: 1) New Year's Day on January 1; 2) Memorial Day on the last Monday in May; 3) Independence Day on July 4; 4) Labor Day on the first Monday in September; 5) Thanksgiving Day on the fourth Thursday in November; 6) Christmas Day on December 25.

NOTE: Contractors who are signatory to a collective bargaining agreement may be subject to different overtime requirements (ORS 279.334[3]).

Certification of Payroll

The law requires every contractor and subcontractor to file certain information on wages paid to each worker employed on a public works contract. This statement must completely and accurately reflect payroll records for the work week immediately preceding the submission. A contractor or subcontractor must complete and submit the certified statement contained on Form WH-38 as well as the information required on the weekly payroll side of the form. A copy of Form WH-38 and instructions for completing it are included in the back of this booklet; xeroxed copies may be used for filing.

The schedule for submitting payroll information is as follows: once within 15 days of the date the contractor or subcontractor first began work on the project and once before the final inspection of the project by the public contracting agency; in addition, for projects exceeding 90 days, submissions are to be made at 90 day intervals. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon 97201. The payroll information must be kept by the contractor and or subcontractor for three years.

COMMONLY ASKED QUESTIONS

1) What are "Prevailing Wage Rates?"

A prevailing wage rate is the minimum wage, including fringe benefits to be paid workers employed on contracts for public works. Different rates are established for specific trades and specific geographical areas.

2) Who must be paid "Prevailing Wage Rates?"

All employees of a contractor or subcontractor engaged on a public works project when the total price of the project is \$10,000 or more must receive at least the Prevailing Wage Rate (PWR) for time worked on the project, unless otherwise exempt.

Supervisory and office/clerical employees are not required to be paid the PWR. A person who owns and operates his/her own truck or other hauling equipment on construction projects (Owner/Operator) is not required to be paid the PWR.

3) What about contracts when Federal funds are used?

When more than \$2,000 of federal funds are involved, the contract is usually subject to the provisions of the Davis-Bacon Act, not Oregon statutes. Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (221-3057). However, in the event that federal funds are involved, but the contract is not regulated under Davis-Bacon, Oregon's Prevailing Wage Rates Statutes may apply (ORS 279.348 - 279.365).

COMMONLY ASKED QUESTIONS (Continued)

4) I don't have a pension fund. How do I calculate fringe benefits?

Workers must receive at a minimum the sum of the basic hourly rate plus all fringe benefits for each hour worked on a public works contract. Fringe benefits may be paid either to a third party trust account or in cash directly to the worker.

5) What if the employees are not paid on an hourly basis?

All workers must receive at least the basic hourly rate of wage and fringe benefits for each hour worked on the project. If an employee is paid other than on an hourly basis, the equivalent hourly rate (for both wages and fringe benefits) must still be at least equal to the rates published.

6) How do I classify workers?

Virtually all of the job classifications/trades normally used in the construction industry are represented by the job classifications used in this PWR publication. These classification titles should be used according to common practice. Try to fit your workers into existing classifications. If you have questions about how to classify workers, contact the Wage and Hour Division at 229-5750 in Portland or at one of the offices listed on page 1 of this booklet.

Laborers who do basic work requiring no specific skills, training or knowledge are generally classified as Group 1 Laborers.

(Note that Landscapers are classified as Laborers, and Ornamental Ironworkers are classified as Ironworkers.)

7) When are new rates determined? How long are they effective?

Prevailing Wage Rates are determined once each year by the Commissioner of the Bureau of Labor and Industries. The Commissioner may amend the rates at any time. The rates are usually amended at least once each year. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the contract, with one exception. If during the bidding process the prevailing wage rate changes, the public contracting agency (not the contractor) has the option of amending the bid specifications to reflect such change.

8) How do I post Prevailing Wage Rates?

Every contractor or subcontractor employing workers on a public works project is required to post the applicable Prevailing Wage Rates in a conspicuous and accessible place in or about the work-site.

Rates need to be posted for the duration of the job. Contractors and subcontractors who intentionally fail to post the PWR can be made ineligible to receive any public works contract for up to three years.

COMMONLY ASKED QUESTIONS (Continued)

- 9) What can I do about a contractor who is not complying with Oregon's PWR law?

File a complaint with the nearest office of the Oregon Bureau of Labor and Industries or contact the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. 5th Avenue, Portland, Oregon 97201 (229-5750). Other Bureau offices are located in Bend (388-6330), Coos Bay (269-4575); Eugene (686-7623), Medford (776-6013), Pendleton (276-7884) and Salem (378-3292). You may also complain to the contracting agency, which has the contractual authority to pay PWR claims directly to a contractor's or subcontractor's workers (ORS 279.314).

- 10) What happens to contractors who do not comply with PWR statutes?

Contractors and subcontractors who pay less than the Prevailing Wage Rates may be liable to the workers affected for the amount found due plus an equal amount as liquidated damages (ORS 279.356). Contracting agencies also have the contractual authority to withhold payments due or to be due to the contractor or subcontractor in order to pay the unpaid prevailing wages directly to the worker (ORS 279.314).

Contractors and subcontractors who intentionally refuse to pay the Prevailing Wage Rate to workers employed on public works or to post the PWR on the job site may be determined to be ineligible to receive any public works contracts for a period of up to three years (ORS 279.361). Workers employed by the contractor or subcontractors have a right of action against the surety of the prime contractor for any unpaid prevailing wages.

A list is kept of all contractors, subcontractors, and other persons ineligible to receive public works contracts and subcontracts. When a contractor or subcontractor is a corporation, the individual officers and agents of the corporation can be debarred, in addition to the corporation. As a result, individuals who intentionally fail to pay or post the PWR are prevented from simply moving from one corporation to another.

- 11) How much do I pay apprentices?

To qualify as an apprentice, the worker must be registered in a bona fide apprenticeship program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship Agency recognized by BAT. The apprentice is to receive all fringe benefits and a percentage of the journeyman's wage rate; the appropriate percentage shall be determined by the apprenticeship committee. All other workers receive rates as published.

COMMONLY ASKED QUESTIONS (Continued)

12) What records must I keep? For how long?

Contractors and subcontractors are required to keep records necessary for determining if Prevailing Wage Rates were paid. These records must include the Payroll and Certified Statement Form (WH-38) as well as the following: The name and address of each employee; the work classification(s) of each employee; the rate(s) of wages and fringe benefits paid to each employee; the rate(s) of fringe benefit payments made in lieu of those required to be provided to each employee; total daily and weekly compensation paid to each employee; daily and weekly hours worked by each employee; apprenticeship and training agreements; any payroll and other such records pertaining to the employment of employees upon a public works contract.

These need to be kept for a period of three (3) years from the completion of the public work contract. Records relating to public works contracts must be maintained separately from records relating to private projects/contracts.

13) What forms are public agencies required to file with the Bureau of Labor and Industries?

Public agencies are required to prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the agency intends to fund during the subsequent budget period (ORS 279.023[2]). If, after the original filing, the agency plans additional public improvements, a revised list is to be submitted (OAR 839-16-008[2]).

The "Notice of Award of Public Works Contract" is to be filed with the Wage and Hour Division within 30 days of the date when a contract is awarded which requires the payment of Prevailing Wage Rates (i.e., is regulated under ORS 279.348 to 279.365).

Copies of the "Planned Public Improvement Summary" (Form No. WH-118), the "Capital Improvement Project Cost Comparison Estimate" (WH-119), and the "Notice of Award of Public Works Contract" (WH-81) can be found at the back of this booklet.

14) Does a contracting agency have any power to enforce payment of Prevailing Wage Rates on its public works projects?

Yes. According to ORS 279.314, all public contracts for work or services must contain a clause or condition permitting the contracting agency to pay a worker's past due wage claim, charging the payment against funds due or to become due to the contractor.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
ASBESTOS WORKERS		
Including insulation of piping and other mechanical surfaces.	\$15.40	\$3.78

BOILERMAKERS	19.67	4.50
---------------------	-------	------

BRICKLAYERS/Stonemasons

Area 1	17.88	3.58
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Area 2	16.25	3.88
--------	-------	------

Area 1

Baker	Hood River	Polk	Wallowa
Clackamas	Malheur (a)	Sherman	Wasco (b)
Clatsop	Marion	Tillamook	Washington
Columbia	Morrow	Umatilla	Yamhill
Gilliam	Multnomah	Union	

Area 2

Benton	Douglas	Josephine	Linn
Crook	Grant	Klamath	Malheur (c)
Coos	Harney	Lake	Wasco (d)
Curry	Jackson	Lane	Wheeler
Deschutes	Jefferson	Lincoln	

- a) North half
- b) North of the City of Maupin
- c) South half
- d) Including the City of Maupin and South thereof

CARPENTERS (see page 11)

CEMENT MASONS (see page 11)

DIVERS & DIVERS' TENDERS

o Divers	41.74	3.67
o Divers' Tenders	18.36	3.67

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.

BASIC HOURLY + DEPTH RATE	HOURLY PAY	HOURLY ENCLOSURE PAY	DIVERS' TOTAL HOURLY PAY
---------------------------------	---------------	----------------------------	--------------------------------

o Divers' Depth Pay

Depth of Dive	Hourly Depth Pay
50-100 ft	[[total ft- 50] x \$1.00]/hr.
100-150 ft	\$ 50 + [[total ft-100] x \$1.50]/hr.
150-200 ft	\$125 + [[total ft-150] x \$2.00]/hr.

o Divers' Enclosure Pay(working without vertical escape)

Distance Travelled In the Enclosure	Hourly Enclosure Pay
5 - 50 ft	\$.50/hr
50 - 100 ft	\$.63/hr
100 - 150 ft	\$ 2.13/hr
150 - 200 ft	\$ 4.63/hr
200 - 300 ft	\$ 4.63 + ([total ft-200]x \$.05)/hr
300 - 450 ft	\$ 9.63 + ([total ft-300]x \$.10)/hr
450 - 600 ft	\$24.63 + ([total ft-450]x \$.20)/hr

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
--------	-------------------------	--------------------

DREDGING

o Leverman-Hydraulic	18.52	5.15
o Leverman-Dipper	19.28	5.15
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)	17.93	5.15
o Tenderman (Boatman, Attending Dredge Plan); Fireman	17.49	5.15
o Assistant Mate (Deckhand); Oiler	17.11	5.15

DRYWALL/WETWALL

o Drywall (Accoustical and Drywall Applicator)	15.45	4.02
o Wetwall (Lather)	14.60	4.87

ELECTRICIANS

Area 1:

o Electricians	16.33	2.90
o Cable Splicers	17.97	2.97

Area 2:

o Electricians	20.71	5.63
o Cable Splicers	21.75	5.66

Area 3:

o Electricians	16.00	4.83
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Area 4:

Where the cost of electrical work (labor and material) is less than or equal to \$100,000:

o Electricians	16.50	2.92
o Cable Splicer	18.15	2.96

Where the cost of electrical work (labor and material) is more than \$100,000:

o Electricians	18.00	2.96
o Cable Splicer	19.80	3.01

Area 5:

o Electricians	20.30	4.46
o Cable Splicers	21.05	4.48

Area 6:

o Electricians	16.75	4.00
o Cable Splicers	18.43	4.04

Area 1	Area 2	Area 2(cont)	Area 3
Malheur	Baker	Umatilla	Coos
	Gilliam	Union	Curry
	Grant	Wallowa	Lincoln
	Morrow	Wheeler	Douglas (a)
			Lane (a)

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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ELECTRICIANS (continued)

Area 4	Area 5	Area 6
Benton	Clackamas	Harney
Crook	Clatsop	Jackson
Deschutes	Columbia	Josephine
Jefferson	Hood River	Klamath
Lane (b)	Multnomah	Lake
Linn	Sherman	Douglas (b)
Marion	Tillamook	
Polk	Wasco	
Yamhill(c)	Washington	
	Yamhill (d)	

- a) Those portions lying west of a line North and South from the NE corner of Coos County to the SE corner of Lincoln County
b) That portion lying east of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County
c) South half
d) North half

ELEVATOR CONSTRUCTORS

Area 1

o Mechanic	19.16	3.87 + a
o Helper	13.41	3.87 + a
o Probationary Helper	9.58	-

Area 2

o Mechanic	19.45	3.88 + a
o Helper	13.62	3.88 + a
o Probationary Helper	9.73	-

- a) Plus 10.8% of basic hourly rate for employees with more than 5 years of service;
8.8% of basic hourly rate for 6 months to 5 years of service.

Area 1

Umatilla
Wallowa
Union
Baker

Area 2

All
Remaining
Counties

GLAZIERS

Area 1	17.77	3.08
Area 2	13.76	1.72

Area 1

All Counties
except Malheur

Area 2

Malheur

IRONWORKERS

o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	18.26	5.46
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TRADES

BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS (see page 11)

LIMITED ENERGY ELECTRICIANS

May only be used for electrical work not exceeding 100 va:

Area 1	9.50	2.28
Area 2	9.95	1.53
Area 3	9.44	2.00
Area 4	9.69	2.14
Area 5	10.57	2.17
Area 6	9.55	2.28
Area 7	9.88	1.77
Area 8	9.40	2.18
Area 9	9.92	1.70
Area 10	9.81	1.59
Area 11	10.65	1.66
Area 12	12.78	1.69
Area 13	10.79	2.04
Area 14	10.54	1.84

Area 1	Clatsop, Columbia, Tillamook
Area 2	Clackamas, Multnomah, Washington
Area 3	Marion, Polk, Yamhill
Area 4	Benton, Lincoln, Linn
Area 5	Lane
Area 6	Douglas
Area 7	Coos, Curry
Area 8	Jackson, Josephine
Area 9	Hood River, Sherman, Wasco
Area 10	Crook, Deschutes, Jefferson
Area 11	Klamath, Lake
Area 12	Gilliam, Grant, Morrow, Umatilla, Wheeler
Area 13	Baker, Union, Wallowa
Area 14	Harney, Malheur

LINE CONSTRUCTION

Area 1

Zone 1 (Base Rate):

o Group 1	21.25	3.99
o Group 2	19.21	3.92
o Group 3	15.35	3.79
o Group 4	16.56	3.13
o Group 5	14.49	3.06
o Group 6	13.63	3.03

Zone Differential (Add to Zone 1 Rate)

Zone 2	2.40
Zone 3	3.15
Zone 4	3.90
Zone 5	5.15

Group 3 receives Zone 1 Rate ONLY

(No Zone Differential)

Area 2:

o Cable Splicers	18.06	2.88
o Journeyman Lineman	16.42	2.82
o Line Equip. Mech. (Right-of-way)	15.55	2.79
o Line Equip. Oper.	14.81	2.77
o Line Equip. Srvcmn	14.57	2.76
o Groundman	11.55	2.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>LINE CONSTRUCTION</u> (continued)			<u>PLASTERERS</u>		
<u>Area 1</u> All counties except Malheur County			Area 1 16.85 4.02 Area 2 15.93 4.76		
Zone 1: 0 to 3 miles from the geographical center of Medford and Portland			<u>Area 1</u> <u>Area 1(cont)</u> <u>Area 1(cont)</u> <u>Area 2</u>		
Zone 2: 0 to 20 miles from the geographical center of Astoria, Baker, Burns, Bend, Corvallis, Eugene, Klamath Falls, Lakeview, Longview, Pendleton, Salem, Roseburg, The Dalles, Umatilla (NOTE: for Portland and Medford, Zone 2 is 3 to 20 miles)			Benton Deschutes Lincoln (b) All Coos Harney Linn (b) remaining Crook Jefferson Wasco (b) counties Curry Klamath (a) Wheeler (b) Douglas Lane		
Zone 3: 20 to 35 miles radius			a) Northern one-third b) South half		
Zone 4: 35 to 50 miles radius			<u>PLUMBERS & STEAMFITTERS/PIPEFITTERS</u>		
Zone 5: Over 50 miles radius			Area 1 (Both) 18.60 4.65 Area 2 (Both) 21.75 4.91 Area 3 (Both) -on projects less than 20,000 sq. ft. 13.70 3.93 -on all other projects 17.00 4.00		
<u>Group 1</u>	<u>Group 2</u>		<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>
Cable Splicers	Certified Lineman Welder		Baker	Grant (b)	All remaining counties
Leadman Pole	Heavy Line Equipment Man		Harney (a)	Morrow	
Sprayer	Lineman		Malheur	Umatilla	
	Pole Sprayer			Wallowa	
				Union	
<u>Group 3</u>	<u>Group 4</u>		a) Except Northwest Portion		
Tree Trimmer	Line Equipment Man		b) Except Southwest Corner		
<u>Group 5</u>	<u>Group 6</u>		<u>POWER EQUIPMENT OPERATORS</u> (see page 11)		
Head Groundman	Groundman		<u>ROOFERS</u>		
Jackhammer Man			Area 1:		
Powderman			o Roofers 14.85 3.70 o Handling coal tar pitch 16.34 3.70		
<u>Area 2</u>	Malheur County		Area 2:		
<u>MARBLE SETTERS</u> (Includes Granite)			o Roofers 14.75 2.22 o Application or removal of coal tar products 16.75 2.22		
Area 1	18.88	3.58	Area 3:		
<u>Area 1</u>			o Roofers 12.75 2.70 o Irritat. Material 14.25 2.70		
Baker	Hood River	Sherman	Area 4:		
Clackamas	Malheur (a)	Tillamook	o Roofers 14.75 3.10 o Handling Irritating Materials 16.75 3.10		
Clatsop	Morrow	Union	Area 5:		
Columbia	Multnomah	Umatilla	o Roofers 17.38 2.55 o Handling Irritating Materials 20.38 2.55		
Gilliam		Yamhill (a)	<u>Area 1</u> <u>Area 1(cont)</u> <u>Area 2</u> <u>Area 2(cont)</u>		
a) North half			Baker Multnomah Benton Klamath		
b) North of the City of Maupin			Clackamas Sherman Coos Lake		
<u>PAINTERS & DRYWALL TAPERS</u>			Clatsop Tillamook Crook Lane		
Area 1			Columbia Wasco Curry Lincoln		
o Painter & Drywall Tapers	12.02	2.01	Jefferson Washington Deschutes Linn		
Area 2			Gilliam Wheeler Douglas Marion		
o Brush	13.21	3.26	Grant Harney Polk		
o Spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning	13.71	3.26	Hood River Jackson Josephine		
o Wall covering including: paper hanging, gilding, and mural painting	13.71	3.26			
o Bridges or Over 50'					
-Brush	13.96	3.26			
-Spray	14.46	3.26			
o Drywall Tapers	15.48	4.05			
<u>Area 1</u>	<u>Area 2</u>				
Malheur County	Remaining Counties				

TRADES		BASIC HOURLY RATE	FRINGE BENEFITS	TRADES		BASIC HOURLY RATE	FRINGE BENEFITS
ROOFERS (continued)				TENDERS TO PLASTERERS			
Area 3 Malheur	Area 4 Umatilla Union Wallowa	Area 5 Morrow		o Where the cost of the plastering work (labor and material) is <u>less</u> than \$200,000:			
						12.05	3.65
SHEETMETAL WORKERS				o Where the cost of the plastering work (labor and material) is <u>more</u> than \$200,000:			
Area 1	Building Trades Journeyman Architectural (a) Journeyman	16.55	4.46			13.56	3.65
Area 2		14.43	3.76	TILE SETTERS			
Area 3		16.40	3.01	Area 1		17.10	3.55
Area 4		18.36	4.09	Area 2		16.05	2.65
Area 5		15.98	2.70	Area 1	Area 1(cont)	Area 2	Area 2(cont)
		16.13	2.70	Baker	Polk	Benton	Josephine
Area 1				Clackamas	Sherman	Coos	Klamath
Benton	Gilliam	Linn	Tillamook	Clatsop	Tillamook	Crook	Lake
Clackamas	Grant	Marion	Wasco	Columbia	Umatilla	Curry	Lane
Clatsop	Harney	Multnomah	Washington	Gilliam	Union	Deschutes	Lincoln
Columbia	Hood River	Polk	Wheeler	Hood River	Wallowa	Douglas	Linn
Crook	Jefferson	Sherman	Yamhill	Malheur(a)	Wasco (b)	Grant	Malheur (c)
Deschutes	Lincoln			Marion	Washington	Harney	Wasco (d)
Area 2	Area 3	Area 4	Area 5	Morrow	Yamhill	Jackson	Wheeler
Baker	Morrow	Coos	Douglas	Multnomah		Jefferson	
Malheur	Umatilla	Curry	Klamath				
	Union	Lane (b)	Lake				
	Wallowa		Lane (c)				
			Jackson				
			Josephine				
a) Architectural work is a job-site exterior work only on gutters, downspouts, scuppers, conductor heads, flashing, metal roofing and siding, including job-site roll formed, decking, louvers, gravity type ventilators, fascia, soffits, window wall, column covers, pre-engineered metal buildings and sandwich type wall systems such as Alucobond, Robertson, Molenco or Inryco.				a) North half c) South half			
b) West of Coast Range c) East of Coast Range				b) North of Maupin d) Maupin and south thereof			
SOFT FLOOR LAYERS				TILE & TERRAZZO HELPERS			
Area 1		15.01	3.30 + b	Area 1		13.32	2.20
Area 2		12.99	2.01	Area 1			
b) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.				Baker	Hood River	Sherman	Wallowa
Area 1 - All counties except Malheur County				Clackamas	Malheur (a)	Tillamook	Wasco (b)
Area 2 - Malheur County				Clatsop	Morrow	Umatilla	Washington
				Columbia	Multnomah	Union	Yamhill (a)
				Gilliam			
SPRINKLER FITTERS				a) North half b) North of Maupin			
		20.30	3.55	TRUCK DRIVERS (see Page 11)			
TENDERS TO MASON TRADES				WELDERS; RIGGERS			
Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.				Receive rate for craft performing operation to which welding and rigging are incidental.			
o Where the cost of brick and block masonry work (labor and material) is less than \$200,000 (this rate not applicable to fire brick, refractory material, cleaning, pointing, caulking or restoration work):				*****			
		12.05	3.65				
o All Other Work		14.05	3.65				

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CARPENTERS, CEMENT MASONS, LABORERS, POWER EQUIPMENT OPERATORS and TRUCK DRIVERS

Under the following circumstances a rate lower than the basic hourly rate may be used for these five trades:

The lower rate applies to all public works projects of less than \$1.0 million. The lower rate also applies to projects under \$1.5 million involving the construction, reconstruction, major renovation or painting of buildings, bridges or docks. (When the amount is between \$1.0 and \$1.5 million the work done on a building, bridge or dock must constitute at least 20% of the total project price to use the lower rates.) In determining the \$1.5 million figure, do not include the cost of underground utilities (i.e., the amount of the contract dedicated to facilities for electricity, water, gas, sewerage including storm water, and communications) which are five feet or more outside of and away from the building, bridge or dock and are subordinate and incidental to the major purpose of the project.

NOTE: In determining whether or not the lower rates are applicable, consider the total project cost, and not the cost of any individual contract (or schedule) within that project.

ZONE RATES AND DESCRIPTIONS

Zone Differential for Carpenters (Groups 1 and 2 only), Laborers, Power Equipment Operators and Truck Drivers

(Add to Zone 1 Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

Zone 1: Projects within 30 miles of City Hall in the Cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 80 miles.

Zone 5: More than 80 miles.

Cities

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CARPENTERS (See preceding column for description of when the lower rates may be used)

LESS THAN
100% 100%

Zone 1 (Base Rate):*

o Group 1	14.04	17.02	3.67
o Group 2	14.16	17.17	3.67
o Group 3	14.24	17.27	3.67
o Group 4	14.36	17.42	3.67
o Group 5	14.12	17.12	3.67
o Group 6	14.20	17.22	3.67

*NOTE: Zone rates for Carpenter Groups 1 and 2 are listed in the preceding column. Zone rates for Carpenter Groups 3 through 6 are listed below.

Zone Differential for Groups 3 through 6 Only
(Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	1.95
Zone 6	2.80

Zones for Groups 3, 4, 5 and 6 Carpenters are determined by the distance between the project site and either 1) the worker's residence or 2) City Hall of a reference city for the appropriate group shown below, whichever is closer.

Zone 1:	0-30 miles.
Zone 2:	30-40 miles.
Zone 3:	40-50 miles.
Zone 4:	50-60 miles.
Zone 5:	60-70 miles.
Zone 6:	Over 70 miles.

Cities for Groups 3 and 4

Corvallis	Longview	North Bend	The Dalles
Eugene	Medford	Portland	

Cities for Groups 5 and 6

Astoria	Eugene	Newport	Salem
Bend	Klamath Falls	Portland	The Dalles
Coos Bay	Medford	Roseburg	

Group 1

Auto. Nailing Machine
Carpenters
Form Stripper
Manhole Builders

Group 2

Floor Layers & Finishers
Stationary Power Saw
Operators
Wall & Ceiling Insulators

Group 3

Millwrights
Machine Erectors

Group 4

Certified Welders

Group 5

Bridge, Dock & Wharf
Builders
Piledrivermen

Group 6

Boom Men

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
CEMENT MASONS¹			LABORERS (continued)		
	LESS THAN 100%	100%	Group 1		
Zone 1 (Base Rate):			Asphalt Plant Laborers	General Laborer	
o Cement Masons	13.35	16.19	Asphalt Spreaders	Guardrail, Median	
			Batch Weighman	Rail (c)	
o Composition Workers (includes installation			Broomers	Leverman or Aggregate	
of epoxy & other resinous toppings), and			Brush Burners/Cutters	Spreader (d)	
Power Mach. Oper.			Carpenter Tender	Material Yard Man (e)	
	13.61	16.51	Car & Truck Loaders	Powderman Tender	
		4.72	Change-House Man	Railroad Track Laborers	
			Choke Setter	Ribbon Setters (f)	
Zone Differential for Cement Masons			Chipper Operator (a)	Rip Rap Man (Hand	
(Add to Zone 1 Rate)			Clean-up Laborers	Placed)	
Zone 2		.65	Concrete Laborers	Road Pump Tender	
Zone 3		1.15	Culvert (hand labor)	Sewer Laborer	
Zone 4		1.70	Curing, concrete	Signalman	
Zone 5		2.75	Demolition, wrecking	Skipman	
			and moving	Slopers	
Zone 1: Projects within 30 miles of City Hall			Driller Tender	Sprayman	
in the cities listed below.			Dry-shack Man	Stake Chaser	
Zone 2: More than 30 miles but less than 400			Dumpers, road oiling	Stockpiler	
miles.			Dumpmen for grading	Timber Faller/Bucker	
Zone 3: More than 40 miles but less than 50			crew	(Hand Labor)	
miles.			Elevator Feeders	Toolroom Man (Job site)	
Zone 4: More than 50 miles but less than 80			Fine Graders	Tunnel Bull Gang	
miles.			Fire Watch	(Above Ground)	
Zone 5: More than 80 miles.			Form Strippers (b)	Weight-Man-Crusher (g)	
Cities			a) Pittsburg or similar types		
Astoria Eugene Newport Roseburg			b) Not swinging stages		
Bend Klamath Falls Pasco Salem			c) Reference Post, Guide Post, or		
Coos Bay Longview Pendleton The Dalles			Right-of Way Marker		
Corvallis Medford Portland Vancouver			d) Flaherty, Loading Spotters or similar types		
			e) Including electrical		
			f) Including steel forms		
			g) Aggregate when used		
LABORERS¹			Group 2		
	LESS THAN 100%	100%	Applicators (a)	Gunite or Pot Tender	
Zone 1 (Base Rate): ²			Brush Cutters (b)	Handlers/Mixers (f)	
o Group 1*	10.67	12.84	Burners	Post Hole Digger, Air,	
o Group 2	10.95	13.19	Choker Splicer	gas or electric	
o Group 3	11.19	13.49	Clary Power Spreader(c)	Power Tool Operators (g)	
o Group 4	11.39	13.74	Clean-up Nozzleman	Sand Blasting (wet)	
o Group 5	8.00	8.00	Green Cutter (d)	Stake Setter	
			Concrete Power Buggyman	Tampers	
			Crusher Feeder	Tunnel Muckers/Brakeman/	
			Demolition/Wrecking (e)	Concrete Crew/Bull	
			Grade Checker	Gang (underground)	
			Granite Nozzleman		
			Tender		
*Group 1 Laborers who	8.76	4.65	a) Including Pot Tender for same, applying		
meet the following			protective material by hand or nozzle on		
description only:			utility lines or storage tanks on project		
Group 1 Laborers (not involved in the			b) Power saw		
pouring of concrete) on projects of less			c) And similar types		
than \$1.0 million involving the con-			d) Concrete, rock, etc.		
struction, reconstruction, major renovation			e) Charred Materials		
or painting of buildings. (The work done on			f) Of all materials of an irritating nature		
a building must constitute at least 20% of			including cement and lime		
the total project price to use this rate.)			g) Includes, but not limited to: Dry Pack		
In determining the \$1.0 million figure, do			Machine, Jackhammer, Chipping Guns, Paving		
not include the cost of underground			Breakers, Vibrators (less than 4" diameter)		
utilities (i.e. the amount of the contract					
dedicated to facilities for electricity,					
water, gas, sewerage including storm water,					
and communications) which are five feet or					
more outside of and away from the building					
and are subordinate and incidental to the					
major purpose of the project.					

¹ See page 11 for description of when rates less than 100% may be used

² See page 11 for zone rates and descriptions

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>LABORERS (continued)</u>		
<u>Group 3</u>		
Asbestos Removal	Power Saw Operators (d)	
Asphalt Rakers	Pumpcrete Nozzleman	
Bit Grinder	Sand Blasting (dry)	
Concrete Saw Operator	Sewer Pipe Layers	
Drill Doctor	Sewer Timberman	
Drill Operators (a)	Track Liners (e)	
Guniting Nozzleman	Tugger Operator	
High Scalpers,	Tunnel-Chuck Tenders,	
Strippers, Drillers(b)	Nippers, Timberman	
Laser Beam (c)	Vibrator (4" and larger)	
Manhole Builder	Water Blaster	
Powdermen	Welder	

- a) Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted drills, and other similar types
- b) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping
- c) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.
- d) Bucking and falling
- e) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks

Group 4

Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam
Tunnel Miners
Tunnel Powderman

Group 5

Fence Builder
Flagger
Landscaping or planting laborer

POWER EQUIPMENT OPERATORS¹

	LESS THAN 100%	100%	
Zone 1 (Base Rate): ²			
o Group 1	12.79	15.99	4.67
o Group 2	12.94	16.17	4.67
o Group 3	13.06	16.33	4.67
o Group 4	13.22	16.53	4.67
o Group 5	13.26	16.57	4.67
o Group 6	13.34	16.68	4.67
o Group 7	13.40	16.75	4.67
o Group 8	13.51	16.89	4.67
o Group 9	13.58	16.98	4.67
o Group 10	13.65	17.06	4.67
o Group 11	13.66	17.08	4.67
o Group 12	13.74	17.18	4.67
o Group 13	13.82	17.28	4.67
o Group 14	14.02	17.52	4.67
o Group 15	14.17	17.71	4.67
o Group 16	14.37	17.96	4.67
o Group 17	14.53	18.16	4.67
o Group 18	14.73	18.41	4.67
o Group 19	14.87	18.59	4.67

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 1</u>		
Assistant Conveyor Operator	Partsman (tool room)	
Brakeman/Switchman	Pump Operator (a)	
Crusher Feeder	Oiler (b)	
Deckhand	Scaffolding Operator (c)	
Guardrail Punch Oiler	Switchman	
a) Under 4 inches		
b) Including Plant, Crane, Crusher, Guardrail Equipment, and Trenching Machine		
c) Self-propelled		

Group 2

A-Frame Truck Operator (a)	Helicopter Radioman (Ground)
Auger	Oiler (f)
Blade Operator (b)	Roller Operator (g)
Boatman	Tar Pot Fireman (h)
Crane Fireman (c)	Temporary Heating Plant Operator
Driller Tender	Truck Crane Oiler/Driver (i)
Fork Lift or Lumber Stack (d)	Tugger or Coffin type
Grade Checker	Hoist Operator
Grade Oiler (e)	Welder's Tender
Heavy Duty Repairman Tender	

- a) Single drum
- b) Pulled type
- c) All equipment except floating
- d) On job site
- e) Required to check grade
- f) Including combination guardrail machines
- g) Grading of base rock (not asphalt)
- h) Including power agitated type
- i) 25 ton capacity and over

Group 3

Air Filtration Equipment	Hydrographic Seeder Machine (e)
Asphalt Plant Fireman	Hydrostatic Pump
Ballast Jack Tamper	Mixer Box Operator (f)
Bell Boy, Phones, etc	Motorman
Broom Operator (a)	Pugmill Operator (any type)
Bucket Elevator Loader (b)	Pump Operator (g)
Cement Hog	Ross Carrier Operator (h)
Compressor Operator (c)	Tamping Machine (i)
Concrete Saw and Concrete Curing Machine (d)	Truck-mounted Asphalt Spreader (with screed)
Conveyor Operator	Welding Machine Operator
Hydraulic Pipe Press	Wire Mat or Brooming Machine Operator

- a) Self-propelled on job site
- b) Barber Greene and similar type
- c) Any power, under 1250 cubic feet total capacity
- d) Riding type
- e) Straw, pulp or seed
- f) C.T.B. Drybatch, etc.
- g) Any power, 4 inches and over
- h) On job site
- i) Mechanical self-propelled

¹ See page 11 for description of when rates less than 100% may be used
² See page 11 for zone rates and descriptions

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>			<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 4</u>			<u>Group 7</u>		
Combination Mixer & Compressor (a)		Helicopter Hoist Operator	A-Frame Truck (a)		Grouting Machine
Compactor, including Vibratory		Hydra Hammer or similar types	Ballast Regulator		Hydraulic Backhoe (e)
Compressor (Any Power (b))		Locomotive, under 40 tons	Ballast Tamper (b)		Locomotive, 40 tons & over
Concrete Mixer Operator (c)		Lull Hi-Lift Operator (d)	Beltcrete		Pot Rammer
Floating Equipment Fireman		Pavement Breaker	Boom Truck		Pumpcrete Operator (any type)
Fork Lift, over 5 ton		Pump Operator (e)	Churn Drill/ Earth Boring Machine		Roller (any asphalt mix)
		Roller Operator, Oiling C.T.B.	Concrete Mixer (c)		Shuttle Car
		Screed Operator	Concrete Pump		Tie Spacer
		Service Oiler (Greaser)	Elevating Grader (d)		Tower Mobile Operator
a) Gunnite work			Fuller-Kenyon and similar		Track Liner
b) Over 1,250 cu. ft. total capacity					
c) Single drum, under five bag capacity			a) Double drum		
d) Or similar type			b) Multiple purpose		
e) More than 5 (any size)			c) Single drum, five bag capacity and over		
			d) Tractor towed requiring operator or grader		
			e) Wheel type 3/8 cu. yds. and under with or without front end attachment 2 1/2 cu. yds. and under (Ford, John Deere, Case type)		
<u>Group 5</u>			<u>Group 8</u>		
Chip Spreading Machine Operator		Pulva Mixer or similar types	Asphalt Paver Operator		Diesel-Electric
Concrete Batch Plant		Slip Form Pumps, power driven hydraulic	Batch Plant and/or wet-mix (a)		Engineer (c)
Quality Control Operator		lifting device for concrete forms	Belt Loader (b)		Generator Operator
Elevator Operator		Sweeper, Wayne type (b)			
Extrusion Machine		Tractor (c)	a) One and two drum		
Hoist, single drum		Trenching Machine (d)	b) Kolman and Ko Cal types		
Lime Spreading (a)		Wagner Pactor (e)	c) Plant, Crusher, Generator, Floating		
Power Jumbo, setting slip forms, etc. in tunnels.					
a) On job site					
b) Self-propelled on job site					
c) Rubber-tired 50 H.P. flywheel and under					
d) Maximum digging capacity 3 ft. depth					
e) Or similar type without blade					
<u>Group 6</u>			<u>Group 9</u>		
Asphalt Burner and Reconditioner		Concrete Spreader	Asphalt Plant Operator		Guardrail Punch and Auger (d)
Cast-In Place Pipe Laying Machine		Curb Machine (b)	Bolt-Threading Machine		H.D. Mechanic and Welder
Concrete Finishing Machine (A)		Loaders (c)	Boom-Type Lifting Device (a)		Hammer Operator
Concrete Joint Machine		Maginnis Internal Full Slab Vibrator	Boring Machine		Hydraulic Backhoe (e)
Concrete Paving Machine		Pavement Grinder and/or Grooving Machine (d)	Bulldozer		Lift Slab Machine
Concrete Planer		Rock Spreaders (e)	Cherry Picker (a)(b)		Loader (f)
a) Clary, Johnson, Bidwell, Burgess, Bridges			Chicago Boom (c)		Machine Tool Operator
b) Deck or similar type			Compactor with Blade		Pipe Cleaning, Doping, Bending and wrapping Machines
c) Mechanical Berm, Curb and/or Gutter			Concrete Cooling Machine		Side-boom Cat
d) Rubber-tired type, 2 1/2 cu. yds. and under			Crusher Plant Operator		Stationary Drag Scraper
e) Riding type			Drill Cat Operator		Surface Heater and Planer
f) Self-propelled			Drill Doctor		Tractor (g)
			Drill Doctor (Bit Grinder)		Tractor (h)
			Grizzly Crusher		Trench Machine (i)
			a) 5 ton capacity or less		
			b) Or similar type crane-hoist		
			c) And similar types		
			d) All types		
			e) Track type 3/8 cu. yds.		
			f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds.		
			g) With boom attachments		
			h) Rubber-tired over 50 H.P. flywheel		
			i) Maximum digging capacity over 3 ft. depth		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 10</u>		
Barge Operator, self-loading Bulldozer (a) Cable Plow (any type) Combination H.D. Mechanic-Welder (b)	Compactor, multi-engine Dozers and Pushers (c) Driller (d) Jack Operator/Elevating Barges	
a) Twin engine (TC 12 and similar) b) With dispatcher and/or required to do both c) Rubber-tired (Michigan, Cat, Hough type) d) Percussion, Diamond, Core, Cable, Rotary and similar type		
<u>Group 11</u>		
Clamshell, Hoe, etc. (a) Combination Guardrail Machines (b) Concrete Breaker Crane Operator (c)	Dragline Grade-Alls (a) Mixer Mobile Mucking Machine (tunnel) Shovel	
a) Under 1 cu. yd. b) i.e., Punch, Auger, etc. c) 25 tons and under		
<u>Group 12</u>		
Batch Plant and/or Wet Mix (a) Blade Mounted Spreaders (b) Blade Operator Elevating Loader (c) Hoist, two or more drums	Paddle Wheel, Auger Type Piledriver (not crane type) Reinforced Tank Banding Machine (K-17 or similar) Rubber-tired Scraper (d) Shield Operator Single Scraper (e)	
a) 3 units or more b) Ulrich and similar types c) Athey and similar d) Single and twin engine e) With Push-pull attachments, self loader		
<u>Group 13</u>		
Back Filling Machine Blade (a) Blade, multi-engine Blade Operator, finish Bridge Crane Operator (b) Cableway Operator (c) Concrete Paving Road Mixer Crane (d)	Derrick, under 100 tons Elevating Grader (e) Floating Clamshell, etc. (f) Floating Crane (g) Grade-all, 1 cu. yd. and over Hoist (h) Piledriver Operator Shovel, etc. (i)	
a) Externally controlled by electronic, mechanical hydraulic means b) Locomotive Crane, Gantry and Overhead c) 25 ton and over d) Over 25 ton and including 40 tons e) Operated by Tractor Operator, Sierra, Eculid, or similar f) Under 3 cu. yds. g) Derrick Barge, less than 30 ton h) Stiff Leg, Guy Derrick, or similar, 50 tons and over i) 1 cu. yd. and less than 3 cu. yds.		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 14</u>		
Rubber-tired Scraper (a) Tower Crane Operator		
a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units		
<u>Group 15</u>		
Loader, 4 cu. yds., but less than 6 cu. yds. Rock Hound Operator		
<u>Group 16</u>		
Autograder or "Trimmer" Automatic Concrete Slip Form Paver Cableway (a) Concrete Canal Line Crane (b) Floating Clamshell, etc., 3 cu. yds. and over	Floating Crane (Derrick Barge) (c) Loader (d) Rubber-tired Scraper (e) Shovel (f) Tandem Bulldozer (g) Wheel Excavator (h) Whirley, 80 ton and under	
a) 25 tons and over b) Over 40 ton and including 100 ton c) 30 ton but less than 80 ton d) 6 cu. yds., but less than 12 cu. yds. e) With Tandem Scrapers, multi-engine f) 3 cu. yds., but less than 5 cu. yds. g) Quad-nine and similar h) Under 750 cu. yds. per hour		
<u>Group 17</u>		
Canal Trimmer Crane (a) Floating Crane (b)	Loader (c) Shovel, etc. (d) Whirley (e)	
a) Over 100 ton and including 200 ton b) Derrick Barge, 80 ton, but less than 150 ton c) 12 cu. yds. and over d) 5 cu. yds. and over e) Over 80 ton and including 150 ton		
<u>Group 18</u>		
Band Wagons (a) Crane (b) Floating Crane (c)	Wheel Excavator (d) Whirley (e)	
a) In conjunction with Wheel Excavator b) Over 200 ton c) 150 ton but less than 250 ton d) Over 200 ton e) 150 ton and over		
<u>Group 19</u>		
Floating Crane (a) Helicopter (b)	Remote Controlled Earth Moving Equipment Under Water Equipment (c)	
a) 250 ton and over b) When used in erecting work c) Remote or otherwise		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>TRUCK DRIVERS</u> ¹			<u>TRUCK DRIVERS (Continued)</u>		
	LESS THAN 100%	100%			
Zone 1 (Base Rate): ²			Lumber Carrier, Driver-Straddle Carrier—used in loading, unloading and transportation of material on job site.		4
o Group 1	12.59	15.23	4.70	Oil Distributor Driver or Leverman.	4
o Group 2	12.63	15.28	4.70	Pilot Car	1
o Group 3	12.67	15.33	4.70	Slurry Truck Driver or Leverman	3
o Group 4	12.71	15.38	4.70	Solo Flat Bed and Misc. Body Trucks— 0-10 tons	1
o Group 5	12.75	15.43	4.70	Transit Mix and Wet or Dry Mix Trucks:	
o Group 6	12.83	15.53	4.70	5 cu. yds. and under	1
o Group 7	12.91	15.63	4.70	Over 5 cu. yds. and inc. 7 cu. yds.	5
o Group 8	12.99	15.73	4.70	Over 7 cu. yds. and inc. 9 cu. yds.	6
o Group 9	13.07	15.83	4.70	Over 9 cu. yds. and inc. 11 cu. yds.	7
o Group 10	13.21	16.00	4.70	Over 11 cu. yds. and inc. 13 cu. yds.	8
o Group 11	13.29	16.10	4.70	Over 13 cu. yds. and inc. 15 cu. yds.	9
o Group 12	13.37	16.20	4.70	Team Drivers.	2
o Group 13	13.45	16.30	4.70	Tireman, full-time basis.	3
o Group 14	13.53	16.40	4.70	Truck Helper.	1
Work		Group	Truck Mechanic—Welder—Body Repairman.	6	
A-Frame or Hydra-lift Truck w/load bearing surface.		2	Truck Mechanic Helper	1	
Battery Rebuilder		1	Water Wagons (Rated Capacity) up to:		
Bus or Man-Haul Driver.		1	1600 gallons	1	
Concrete Buggies (Power operated)		1	1600 to 3000 gallons	3	
Drivers and Helpers handling Sacked Cement—add 15¢ per hour			3000 to 5000 gallons	4	
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:			5000 to 7000 gallons	6	
6 cu. yds. and under		1	7000 to 10,000 gallons	7	
Over 6 cu. yds. and inc. 10 cu. yds.		3	10,000 to 15,000 gallons	8	
Over 10 cu. yds. and inc. 20 cu. yds.		6	Winch Truck—takes classification of truck on which winch is mounted		
Over 20 cu. yds. and inc. 30 cu. yds.		7			
Over 30 cu. yds. and inc. 40 cu. yds.		8			
Over 40 cu. yds. and inc. 50 cu. yds.		9			
Over 50 cu. yds. and inc. 60 cu. yds.		10			
Over 60 cu. yds. and inc. 70 cu. yds.		11			
Over 70 cu. yds. and inc. 80 cu. yds.		12			
Over 80 cu. yds. and inc. 90 cu. yds.		13			
Over 90 cu. yds. and inc. 100 cu. yds.		14			
Dumpsters or Similar Equipment—all sizes		5			
Flaherty Spreader Driver or Leverman.		4			
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site.		1			
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated.		1			
Low Bed Equipment, Flat Bed Semi- Truck and Trailer or Doubles trans- porting equipment or wet or dry materials		4			
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination.		2			

¹ See page 11 for description of when rates less than 100% may be used.

² See page 11 for zone rates and descriptions.

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL AND CERTIFIED STATEMENT FORM, WH-38 (Rev 3/84)

General: This form meets needs resulting from the 1983 amendments to the Prevailing Wage Rate Law. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Bureau of Labor and Industries, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This form provides for the contractor's showing of the payroll and all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the certified statement that he/she is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the form follow:

Fill in all boxes at top of form. Be sure to enter the date the contract was first advertised for bid by the contracting agency. This date should appear on the bid documents.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls unless the address changes. Although not required, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Include group number when appropriate. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and hours worked on legal holidays as defined in ORS 279.334.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$12.50/2.35. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one half the basic or regular rate paid is required for overtime under ORS 279.334. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS -- Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Commissioner of the Bureau of Labor and Industries shall continue to show on the payroll the basic cash hourly rate and overtime rate paid to employees. Such a contractor shall check paragraph 4(a) of the Certified Statement to indicate that he/she is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the Certified Statement to indicate that he/she is paying fringe benefits in cash directly to employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he/she is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on the project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the project and then the gross amount earned on all projects, thus \$63.00/120.00.

Column 8 - Deductions: Four columns are provided for showing deductions made. If more than four deductions should be involved, use first 3 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of ORS 652.610. If the employee worked on other jobs in addition to this project, show actual deductions from gross wage, but indicate that deductions are based on gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Certified Statement Required by ORS 279.354: While this form need not be notarized, the Certified Statement is subject to the penalties provided by ORS 279.990. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the Statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the Statement.

(Name of State or Local Government Agency)

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract	Work

ORS 279.023 generally states that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to that agency that the agency plans to fund in the budget period. If the agency decides to use its own equipment and personnel for constructing projects estimated to cost more than \$50,000, the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. NOTE: This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 306 State Office Building, Portland, Oregon 97201

CAPITAL IMPROVEMENT PROJECT COST COMPARISON ESTIMATE

(Name of State or Local Government Agency)

DEPARTMENT:
PROPOSED YEAR:
PROJECT DESCRIPTION:

PROJECT NAME:

FUND:
PROJECT NUMBER:

Rough Quantity Estimate	Units	Work Class Description	Agency Unit Cost	Agency Force Estimate Total Cost	Agency Unit Cost	Agency Contract Estimate Total Cost
Estimated Construction Period						

(Name of Agency) determines that (Agency Forces)(Contractor) can perform this work at the least cost.
(cross out one)

NOTICE OF AWARD OF PUBLIC WORKS CONTRACT
(For Use by Public Agency in Complying with ORS 279.363)

1. PRIME CONTRACTOR

Name _____

Address _____

City, State, Zip _____

Phone Number () _____

2. CONTRACTING AGENCY

Name _____

Address _____

City, State, Zip _____

Phone Number () _____

Submit this completed notice to:
Wage and Hour Division,
Prevailing Wage Section,
1400 S.W. 5th Avenue - Room 306
Portland, Oregon 97201

FORM WH-81 (Rev. 5/85)

3. CONTRACT INFORMATION

A. Contract Name or Number: _____

B. Location of work: _____

C. County: _____

D. Amount of the Award: \$ _____

E. Source of Funds: (i.e. 100%
Federal Funds; 50/50,
Federal, State; 100% local)

F. Date Contract Awarded: _____

G. Date Contract Specifications
Advertised for Bid: _____

NOTICE OF AWARD OF PUBLIC WORKS CONTRACT
(For Use by Public Agency in Complying with ORS 279.363)

1. PRIME CONTRACTOR

Name ZAK CONSTRUCTION COMPANY

Address 1234 N.W. Camille Street

City, State, Zip Alexandra, OR 97201

Phone Number (503) 123-4567

2. CONTRACTING AGENCY

Name LOPEZ IRRIGATION DISTRICT

Address 1234 N.W. Shannon Court

City, State, Zip Jamestown, OR 97201

Phone Number (503) 987-6543

Submit this completed notice to:
Wage and Hour Division,
Prevailing Wage Section,
1400 S.W. 5th Avenue - Room 306
Portland, Oregon 97201

FORM WH-81 (Rev. 5/85)

3. CONTRACT INFORMATION

A. Contract Name or Number: 100-H

B. Location of work: Becca, Oregon

C. County: Malheur

D. Amount of the Award: \$ 25,000

E. Source of Funds: (i.e. 100%
Federal Funds; 50/50,
Federal, State; 100% local)

100% State

F. Date Contract Awarded: July 16, 1985

G. Date Contract Specifications
Advertised for Bid:

July 10, 1985

BUREAU OF LABOR AND INDUSTRIES
1400 S.W. 5th AVENUE
PORTLAND, OREGON 97201

ADDRESS CORRECTION REQUESTED

BULK RATE
U.S. Postage
PAID
Salem, Oregon
Permit No. 0458

City of Elgin
Attn: Thomas Spikes, Dir. Pub. Wks.
P.O. Box 128
Elgin, OR 97827

CONTRACT CHANGE ORDER

Date

State

Contract For

County

Owner

To

Contractor

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes Supplemental Plans & Specifications Attached	Decrease in Contract Price	Increase In Contract Price
	\$	\$

Totals

\$

\$

Net Change in Contract
Price

\$

\$

Justification

The amount of the Contract will be (Decreased) (Increased) By the Sum of: _____ Dollars (\$ _____).
The Contract Total Including this and previous Change Orders Will Be: _____ Dollars (\$ _____).
The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days. This document will become a supplement to the contract and all provisions will apply hereto.

Approved _____

Owner

Date

FINAL PAYMENT ESTIMATE
(Number _____)

Name of Contractor:

Name of Owner (Association)

Date of Completion:

Amount of Contract

Date of Est:

Original

Originals

From

Revised

Revised \$

To

Description of Job:

*Item	Contract Items			This Period		Total to Date	
	Quant.	Unit	Unit Price	Quant.	Amt.	Quant.	Amt.

*Show Original Items and Change Orders Separately.

TECHNICAL SPECIFICATIONS

SECTION I

GENERAL

A. GENERAL

These Technical Specifications are applicable to the work described in these Specifications, shown on the Drawings, and outlined in the Bid Schedule.

B. WAGE RATES

On all contracts for the construction, reconstruction, maintenance or repair of any public works, all persons doing or contracting to do the whole or any part of the work contemplated by the contract shall comply with all applicable Federal and State Laws in the employment and payment of labor. The prevailing wage rates as established by the State of Oregon Department of Labor and Industry shall be paid by the Contractor to his employees. These wage rates and all of the necessary documentation of these rates must be complied with as a part of this contract.

C. MOBILIZATION

1. GENERAL. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of offices, buildings, and other facilities for work on the project, for premiums on bond and insurance for the project and for other work and operations which the Contractor must perform or costs he must incur before beginning work on the project. There shall be no measurement for mobilization.

2. Basis of Payment. Payment for the performance of the mobilization work as above specified will be made at the contract lump sum prices for each of the "Mobilization" items when listed in the Bid Schedule. In no case shall the total amount bid for mobilization exceed 5 percent of the total bid price stated in the Bid Schedule.

Payment of 100 percent of the "Mobilization" bid price shall be made on the first payment request.

D. EASEMENT, RIGHTS-OF-WAY, AND LICENSES

All right-of-way necessary for the work shall be obtained by the Owner. The Contractor shall confine his operation to the existing public rights-of-way or easements. Any damage to

property outside easements or public rights-of-way shall be the responsibility of the Contractor. All building permits or licenses required for the work shall be obtained by the Contractor.

E. CONSTRUCTION STAKING

The Owners Representative will provide initial construction staking for the municipal improvements on this contract as described in the Technical Specifications. The Contractor shall give the Owners Representative at least 3 days advance notice of any construction staking required.

F. EXISTING UTILITIES

The Contractor shall be responsible for the actual locating and protecting of all existing utilities in and around the work area including private and public power, water, telephone, irrigation, etc., utilities shall be included. No payment shall be made for this work. These costs shall be understood to be included in the contract price.

It is the Contractor's responsibility to make appropriate contact with utility companies prior to working in any area where conflicts may occur. The Contractor shall cooperate with these utility companies and coordinate his work to allow the utilities to be relocated with a minimum of inconvenience.

G. PROTECTION OF SURVEY MONUMENTS

The Contractor shall be responsible for the protection and perpetuation of existing survey monuments which may be disturbed by his work. The Contractor shall give the Engineer at least 24 hours notice prior to working in the vicinity of any monument that he may disturb. The Owners Representative will reference monuments after being notified and restore any disturbed monuments following construction. Should the Contractor fail to provide adequate notice, he shall be responsible for the expense of having a disturbed monument relocated by a licensed surveyor.

H. SAFETY

The Contractor shall take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, State and local laws and safety codes to prevent accidents, injury or disease to persons on or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times all necessary safeguards for the protection of the workmen, City personnel, and the public as required by site conditions as the work progresses.

I. RESTORATION, FINISHING, AND CLEANUP

The Contractor shall restore or replace in kind damages to private property, public or private utilities, or the Owner's property caused by his operations. All areas outside the limits of the work specified here that have been disturbed by the Contractor shall be smoothed, reshaped, and restored to conform to the surrounding undisturbed areas. All areas shall be cleaned

up in a workmanlike manner free of litter, debris, and excess materials.

J. USE OF PREMISES - TRESPASS

The Contractor shall plan his operation, equipment, and materials storage so they do not unreasonably limit accessibility of residents, City personnel, and other persons in the construction area. Special attention shall be given to maintaining access to private residences during construction for fire protection, public safety, and other purposes.

The Contractor shall be solely responsible for any trespass on adjacent property or injury thereto resulting from or in connection with his operations. He shall hold the Owner harmless from any claims that may result because of his trespass or the deposit of debris upon adjacent property.

K. MEASUREMENT AND PAYMENT

Measurement and payment for the bid items listed in the Bid Schedule shall be on the basis of the description listed in the Technical Specifications or as described in these General Conditions. For items of a general nature or not specifically outlined in the Technical Specifications, unless the work to be done is specifically called out to be measured and paid for in the Bid Schedule, Payment for such work shall be included in other applicable items of the Bid Schedule and there shall be no separate measurement or payment for the work.

Items listed in the Bid Schedule as lump sum are intended to include all work necessary for the complete installation as generally described in the Drawings or the Technical Specifications. The summation of all bid items under all Bid Schedule parts shall equal all work required by the Drawings and the Specifications regardless of whether individual items of work are described under bid item descriptions.

There shall be no double payment for the same work. If the measurement and payment of one item of work overlaps another, only a single payment shall be made.

L. DUST CONTROL

The Contractor shall take appropriate action to control dust caused by his operations. This shall include, but not be limited to, watering of exposed areas, cleaning of roadways, etc. This is considered a normal part of the construction project. No measurement or payment shall be made for this work. If the Contractor fails to properly control the dust, the Owners Representative may request him to do so in writing. If, after 48 hours from this request the Contractor has not corrected the dust problem, the Owner may elect to have the corrective work performed and withhold the cost from the Contractor's payments.

M. COOPERATION WITH AREA RESIDENTS

The Contractor shall cooperate with the residents in the area to provide good access to private property whenever possible.

Temporary ramps may be necessary, and barricades, traffic

cones, blinkers, and signing shall be used to direct private parties through the work area safely. See Section III Technical Specifications, Temporary Protection and Direction of Traffic.

TECHNICAL SPECIFICATIONS ROAD WORK

A. GENERAL

These specifications cover the construction or reconstruction of streets. Work shall include furnishing all equipment, materials, labor, etc., as required to complete the required improvements.

B. ASPHALT CONCRETE PAVEMENT.

The contractor shall place and compact one or more lifts of asphalt concrete to the lines, grades, thicknesses, and cross-sections shown on the drawings and established by the Owners representative. The asphalt concrete shall consist of a hot mixture of asphalt cement, well graded high quality aggregate, mineral filler and adhesive as required. It shall be plant mixed into a uniformly coated mass, hot laid on a prepared foundation and compacted to the specified density.

2. Materials. Except as specified herein, the materials for asphalt concrete shall be provided in conformance with sections 403.14 through 403.14 and 703.08 of the "Standard Specifications for Highway Construction", Oregon State Highway Division, 1984 edition. Recycled materials shall not be used. A mix design meeting the requirements of a class "C" asphalt concrete shall be used unless otherwise specified or approved.

The Contractor shall submit to the Owners representative a copy of a asphalt concrete mix design prepared by a construction materials testing laboratory at least 15 days prior to the placement of any asphalt concrete. This mix design shall be prepared according to ASTM D-1559 (Marshall method) and shall incorporate the actual materials to be used on this project. The following criteria shall be used in establishing the mix design.

Compaction, number of blows each end of specimen	50
Asphalt Cement	AR-4000W
Stability (lbs)	1,000 Min.
Flow (0.01) inch)	8-18
Percent Air Voids	3-5
Percent Voids in Mineral Aggregate (MVA)	14 min.

The mix design report shall include the following:

1. Recommended mixing and placement temperature ranges for the mix.
2. A recommended gradation and tolerance band.

3. A recommended asphalt content.
4. A graphical plot of the following:
 - a) Stability vs. asphalt content.
 - b) Flow vs. asphalt content.
 - c) Unit weight of total mix vs. asphalt content.
 - d) Percent air voids vs. asphalt content.
 - e) Percent voids in mineral aggregate vs. asphalt content.
5. Theoretical maximum density (Rice method) for each trial point and at the recommended asphalt content.
6. Data demonstrating the suitability of the aggregate. The use of a previously used mix design will be allowed if the Contractor can verify to the satisfaction of the Owners representative that the same materials will be used for this project, the above listed criteria were met, and the above listed information is included in the mix design report. Copies of the results of tests made on the mix during production shall also be submitted if any are available.

The use of a previously used asphalt concrete mix design prepared according to ASTM 1560 and 1561 (Hveem method) will also be considered by the OWNERS representative in lieu of the Marshall method if the following requirements are met:

1. The Contractor can verify to the satisfaction of the OWNERS representative that the same materials used in the mix design will be used on this project.
2. The minimum stabilometer value of the mix is at least 30.
3. The swell of the mix is less than 0.030 inches.
4. The mix design was prepared by a construction materials testing laboratory.
5. The recommended mixing and placement temperature ranges are included.
6. The recommended gradation and tolerance band is included.
7. The recommended asphalt content is included.
8. The theoretical maximum density (Rice method) for each trial point and at the recommended asphalt content is included.
9. Data verifying the suitability of the aggregate is included.

The use of a mix prepared according to the Hveem method will only be considered on previously prepared mix designs. Any new mix design shall be prepared according to the Marshall method.

3. Construction.

a. Weather Limitations. Asphalt concrete plant mix shall be placed normally on dry prepared surfaces and when the air temperature in the shade is 35F and warmer. Placement during rain or other adverse weather conditions normally will not be permitted, except that the mix in transit at the time these adverse conditions occur may be laid if the mix is at a proper temperature, if the mix has been covered during transit, and if the mix is to be placed on a foundation free from pools or flow of water.

b. Hauling Equipment. Vehicles used for hauling asphalt concrete mixes shall have tight clean smooth metal beds which have been thinly coated with a minimum amount of paraffin oil, lime solution, soapy water, or other approved material to prevent the mixture from adhering to the beds. Vehicles which cause excessive segregation, which leak badly, which are contaminated with material other than asphalt cement, or which delay normal operations shall not be used. All hauling vehicles shall be supplied with canvas tarps to cover the mix. All asphalt concrete loads shall be covered during transport.

c. Asphalt Concrete Pavers. Asphalt concrete pavers shall be self-contained, power propelled units provided with an activated screed, or strike-off assembly, heated if necessary, and capable of spreading and finishing lifts of asphalt concrete plant mix material in lane widths applicable to the specified typical sections and to required thicknesses, lines, grades, and cross-sections. The paver shall be equipped with a receiving and distribution system of sufficient capacity for a uniform spreading operation and shall be capable of placing the mixture uniformly in front of the screed without segregating the materials. The paver shall be designed to compensate for minor irregularities of the base on which it is supported that such will not be reflected immediately in the surface of the lift being placed. The weight of the paver shall be supported on tracks or wheels, none of which shall contact the mixture being laid. The contact area of the screed or strike-off assembly shall be uniform over the entire width of the mixture being placed. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture.

d. Compactors. Rollers shall be steel-wheeled, pneumatic tired, vibratory, or a combination of these types, as the Contractor may

elect. They shall be in good condition capable of reversing without backlash and shall be operated at speeds slow enough to avoid displacement of the asphalt concrete mixture. Weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. As a minimum, steel wheel rollers must weigh a minimum of 10 tons and must be capable of at least 250 pound per lineal inch of width on the drive or compression wheel, on the surface asphalt. Pneumatic rollers must be capable of exerting a minimum pressure 80 pounds per square inch of tire surface on the asphalt surface. Vibratory rollers must weigh a minimum of 6 tons and shall be equipped with amplitude and frequency controls specially designed for compaction of asphalt mixtures.

e. Preparation of Foundation. All bases which are constructed under the contract and on which the pavement is to be constructed shall be in or brought to the completed and finished condition specified herein. Depressed areas of existing pavements shall be leveled with an approved plant mix, tamped or rolled. Broken or ragged edges of existing pavement surfaces underlying or abutting the new pavement shall be trimmed back to firm material. Contact surfaces of structures in the paving area shall be painted with a thin coating of bituminous cement. Underlying surfaces of existing asphalt concrete or macadam pavements shall be thoroughly cleaned with a mechanical broom machine and swept with a stiff hard broom and washed with high pressure water to remove all accumulation of dirt and debris. After cleaning and drying, the existing pavement shall be coated with a heavy coat of emulsified asphalt tack before placing the new pavement.

f. Hauling, Spreading, Finishing and Temperature Control.

The temperature of the mixture at the time it is spread into final position shall be between 250 and 300 F.

The mixture shall be laid in strips of such widths as to hold to a practical minimum the number of longitudinal joints required. Longitudinal joints in the wear course shall not occur within the area or width of a traffic or auxiliary lane. On shoulder areas such joints shall occur only at points of change in the transverse slopes as shown on the Drawings. Longitudinal joints in one layer shall offset those in the lift immediately below by a minimum of six inches. The maximum compacted thickness for any lift shall be 2 inches. Special care shall be taken at longitudinal joints to provide positive bond and to provide density and finish to the new mixture equal in all respects to the mixture against which it is placed.

Except for unavoidable delay or breakdown, delivery of hot

asphalt cement mixture to the paving machine shall be at a rate sufficient to provide as nearly continuous an operation of the paving machine as possible. Segregation of materials, slumping loads, non-uniform texture, boils, slicks, fouled surfaces, and other defects in material and workmanship shall be corrected by the Contractor at his own expense.

The internal of the mixture shall not be less than 180F upon achieving density requirements in accordance with the applicable specifications. Vibratory rollers shall not be used under any circumstances when the internal temperature of the mixture is below 175F.

g. Compaction. Immediately after the asphalt concrete mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted to the density specified in the control section which follows. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks or irregularities and in reasonable conformance with line, grade, and cross section as shown in the plans or as established by the Owners representative. If necessary, the mix design may be altered to achieve desired results.

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking or shoving occurs. All compaction equipment units shall be operated at the speed, within specifications limits, that will produce the required compaction. Areas inaccessible to specified compaction equipment shall be compacted by mechanical or hot hand tampers. Any asphalt concrete that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced at no additional cost with fresh hot mix which shall be immediately compacted to conform with the surrounding area.

Rollers shall be steel-wheeled, pneumatic tired, vibratory, or a combination of these types, as the Contractor may elect. They shall be in good condition capable of reversing without backlash and shall be operated at speeds slow enough to avoid displacement of the asphalt concrete mixture. Weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. As a minimum, steel wheel rollers must weigh a minimum of 10 tons and must be capable of at least 250 pounds per lineal inch of width on the drive or compression wheel, on the surface asphalt. Pneumatic rollers must be capable of exerting a minimum pressure 80 pounds per square inch of tire surface on the asphalt surface. Vibratory rollers must weigh a minimum of 6 tons and shall be equipped with amplitude and frequency controls specially designed for

compaction of asphalt mixtures.

Final rolling shall be performed with tandem steelwheel rollers. Rollers shall move at a slow but uniform speed with the drive rollers or wheels nearest the paver. Normally rolling shall begin at the sides and proceed longitudinally parallel to the road centerline, each trip overlapping one-half the roller width, gradually progressing to the center. On super-elevated roadway sections the rolling shall begin at the low side and progress to the high side, each trip overlapping one-half roller width. When paving against a previously placed lane, the longitudinal joint shall be rolled first, followed by the regular rolling procedure. Rollers shall not make sharp turns on the course being compacted and then shall not be parked on the hot asphalt mixture. Alternate trips of a roller shall terminate in stops at least 5 feet distant longitudinally from the adjacent preceding stops.

h. Transverse Joints. Placing of the asphalt concrete mixture shall be continuous as possible. Rollers shall not pass over the unprotected end of freshly laid mixture unless the end will be subjected to traffic. In that case the end shall be made to or left at a bevel of approximately 50:1 (horizontal to vertical). Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the lift. An asphalt tack coat shall be applied on contact surfaces just before fresh mixture is placed against the previously rolled mixture. At bridge ends or ends of other rigid type structures, compacting shall be in transverse direction as well as longitudinally.

i. Surface Tolerances. The top surface of each lift shall closely parallel that specified for the top surface of the finished pavements. The surface of each lift shall be tested by the Engineer for trueness of specified grade and transverse slope at selected locations. Testing, if done, will be with 10-foot straight edge. Variation of the surface from the testing edge of the straight edge between any two contact points with the surface shall at no point exceed 0.02 foot on an underlying lift and 0.015 foot on the top lift.

j. Special Protection Under Traffic. No traffic or equipment shall come in contact with the compacted mixture until it has cooled and set sufficiently to prevent marking; edges shall be protected from being broken down; edge drop-offs one or more inches in height shall be marked with warning devices visible by day and night to traveling public at spacing sufficiently close to eliminate the alignment and location of the hazard if the road is under traffic.

f. COMPACTION AND TESTING OF ASPHALT CONCRETE PAVEMENTS.

a. Compaction Density Requirements. Asphalt concrete shall be compacted to a minimum of 92% of the maximum theoretical density (ASTM D-2041) as determined by the approved project mix design.

Test for compliance shall be determined by taking at least three 4-inch cores from maximum 2,000 sq. yd. test lot, and determining in-place density of the cores according to ASTM D-2726. The average density of the cores shall be 92% of the maximum theoretical density, with no individual density less than 90%.

As an alternative to the compaction requirements above, the OWNERS representative may, but shall not be required to, utilize a nuclear gauge and test strip to establish a target density for quality control. A description of the procedure is described hereafter. When a nuclear gauge and test strip procedure is utilized, a minimum of five (5) random nuclear gauge tests shall be run on a maximum 2,000 sq. yd. test lot. The average of these tests shall be at least 98% of the Target Density as determined on a test strip in the field, with none of the tests less than 95%. The Contractor will cooperate with the Owner's representative during the initial startup of the paving operation to set up the test strip used in determining the target density.

If the test results in any way fail to meet the required target density, or if in the opinion of the Owner's representative there is reason to suspect the density in any lot, the Owner's representative will take at least three 4-inch diameter cores from each of the suspect lots and determine the in-place density according to ASTM D-2726. Density shall comply with requirements of the first paragraph of this section. Any payment adjustment, if applied, will be based solely upon the results of core samples taken and not upon the results of the nuclear gauge tests.

The OWNERS representative may, however, accept the asphalt concrete compaction solely upon the results of the nuclear gauge test, if in his opinion acceptable compaction has been achieved. If the OWNERS representative determines that core samples are necessary to determine whether proper compaction has been achieved, he may do so. The cost of taking and testing core samples will be paid for by the OWNER if the required compaction has been achieved. If the required compaction has not been achieved, the cost of all compaction testing and any retesting shall be paid for by the Contractor. The cost incurred by the OWNER in testing may be deducted from payments due the Contractor.

b. Payment Adjustment Schedule. If the cores show the density to be below that specified, the following payment adjustment schedule will be applied for each 2,000 sq. yd. lot having low densities.

Average % of Specified Density ASTM D2041	% of specified Payment
92% and above	100

90 - 91.9

89 - 89.9

88 - 88.9

Below 88

95

90

80

Replace Material

If the average percent compaction is acceptable and on test falls below the minimum in any given lot, the OWNERS representative and Contractor will review the problem area in the field and a solution will be agreed upon, at no cost to the OWNER.

Additionally, the pavement thickness shall be determined based on the cores. Should the pavement thickness be less than required thickness, a reduction in the unit bid price shall be made by change order. No adjustment shall be made for pavement thicker than specified.

c. Test Procedure for Determining Target Density.

CONTROL STRIP - TARGET DENSITY METHOD

COMPACTION CONTROL OF BITUMINOUS PAVEMENTS

WITH NUCLEAR DENSITY GAUGE

The following is a field test method, whose purpose is to obtain a "Target Density" which will act as the basis for the control of a density in compaction of bituminous pavements. The Target Density will be determined by the OWNERS representative. This procedure will be utilized, at the option of the OWNERS representative.

Establish a control strip that is approximately 400 sq. yds. in area. It should be located within and become a portion of the completed roadway paved area. Preferably it should be a portion of a travel lane. The location of the control strip should be typical of the area of roadway for which it will act as the control.

Select an initial test point that is a random spot within the control strip. This point should be located so that it is near the center of a normal roller pass and shall be no closer than 2 feet from the edge of the place mat. The point should be no closer than 50 ft. from either end of the control strip. The thickness of the mat at this initial point should be at least the specified depth required.

Random test points shall be selected at random within the control strip and should be located so they represent the entire area of the strip. Normally they should be no closer than 2 ft. from the panel edge and no closer than 10 ft. to the ends of the control strip. Usually 10 of these random points should be designated.

The rollers used for compaction of the bituminous material on the control test strip must meet the requirements of the Technical Specifications. Rolling of the control strip shall be performed using a standard rolling pattern in a like manner as

will be done on the entire project.

After each roller pass over the Initial Point, a density test is to be performed using a nuclear density gauge. To determine the density select a smooth roller surface area, use a fine sand to fill open surface pores and seat the gauge firmly. A 15 second count is run on backscatter and the wet density recorded. A second 15 second count is then run at the same location. Turn the gauge 90 and run two additional tests for 15 seconds. The density is the average of the four readings. Record the temperature of the A.C. at the time of the density after each roller pass. The temperature should be taken at the midpoint of the mat.

The standard rolling pattern is to be repeated covering the entire control strip area and the density tests repeated after each roller pass over the initial point until such time as no further compaction can be obtained as determined by the testing.

NOTE; The bituminous mat must be at such a temperature and condition that it is still considered workable when no more compaction can be attained. For most mixes the temperature must be above 180F.

When no more compaction or densification of the bituminous mat can be obtained as indicated by the density readings at the initial point, the rolling shall be discontinued. Density tests shall immediately be made on all of the random test points and an average density shall be determined. The average density of the random test points shall be considered to be the Target Density providing it meets the following criteria:

- (i) The average density of the random test points must be at least 98% of or greater than the maximum density of the Initial Point.
- (ii) No single density of any random test point shall be less than 95% of the maximum density of the Initial Point.

If the average density of the random test points meets the above criteria, then it is considered to be the Target Density. If the criteria is not met, then another Control Test Strip must be established and the entire sequence repeated.

A new Target Density should be established if -

- A change in mix design is made.
- A change in depth of the mat being placed is made.
- There is a change in aggregate source or character of the material.
- More than a 10-day run has been made. A change in the character of the roadway subgrade, base, etc. which indicates a changed condition has occurred.
- A substantial change in weather or other conditions which could change the current target value, but with the

changed conditions being within allowable specified limits.

G. TESTING AND INSPECTION.

1. General. All testing shall be performed as per the requirements of the Drawings and Specifications. Materials and work which fail to meet contract requirements shall not be incorporated in the work.

2. Owner's Responsibilities. The owner will provide routine testing and inspection services on materials and work incorporated on the project. These tests may include, but are not limited to, spot gradation checks, in-place densities, extraction/gradations, etc. All routine testing and inspection services performed by the Owner's representative are provided for the Owner's information and in no way relieves the Contractor's responsibility to comply fully with the contract requirements.

3. Contractor's Responsibilities. The Contractor shall provide, at his expense, all preliminary testing needed to determine if materials and equipment are suitable for the project. Once this is done, all routine testing will be as outlined in paragraph (2.) above. In addition to the above tests, all other tests required by laws, ordinances, regulations, and orders of public authorities shall also be the responsibility of the Contractor. The results of all tests performed on materials to be used on the project by the Contractor shall be submitted to the Owner's representative. The Contractor shall pay the expenses incurred for all asphalt concrete compaction tests which fall below specifications.

Contractor shall cooperate with testing and inspection personnel and shall provide access to the work area and to manufacturer's operations. The Contractor shall notify testing and inspection personnel at least 24 hours in advance of operations to allow for personnel assignments and test scheduling. All materials to be tested shall be provided by the Contractor at his expense. After tests are completed, the Contractor shall be responsible for repairing test areas to match original conditions. The Contractor shall remove all defective material from the site at his expense. The Contractor shall pay for reinspection and retesting required because of defective work or ill-timed notices.

Routine testing and inspection services are provided for Owner's information and in no way relieve the Contractor of his responsibility to comply with the Contract Documents.

CONSTRUCTION STAKING.

The Owners representative will provide center line offset

stakes at 50 feet intervals. All other construction staking as may be necessary during the course of the work shall be the Contractor's responsibilities .

I. METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

1. General. Payment for performing all work necessary to Construct the roadways as required in the Drawings and as specified herein shall be in accordance with the bid items described hereafter. The price stated in the bid for the bid items ,listed shall be payment in full for all labor, tools, equipment, materials, etc., necessary to complete all work. Payment for incidental items of work not listed as old bid items shall be included in the appropriate listed bid items.

2. Asphalt Concrete Pavement. Asphalt pavement shall be measured on a square yard basis for the depth as shown on the Bid Schedule, subject to payment adjustments as specified herein. The area to be paid for shall be computed as per the required sections shown on the Drawings and lengths as field measured. Asphalt tapered sections into existing streets shall be measured and paid for as a full depth for the actual area covered and shall be field measured. Payment shall be full payment for cleaning existing asphalt surfaces, furnishing of tack coats, furnishing, placing and compacting new asphalt concrete pavement, asphalt concrete pavement overlays, and other incidental work as shown on the Drawings and described herein.

TECHNICAL SPECIFICATIONS
SECTION III
TEMPORARY PROTECTION AND DIRECTION
OF TRAFFIC

A. General.

All signs, barricades, barriers, lights, cones, and other such "devices" required to warn, protect or direct the public and workmen during the life of the Contract shall be furnished, installed, moved, and removed by the Contractor. When conditions warrant their use, flagmen shall also be provided by the Contractor. The determination of what measures are required, in addition to those specifically called for by the Drawings, Specifications or OWNERS representative, shall be solely the responsibility of the Contractor. Should the Contractor fail to furnish the necessary protective measures, the Owner's representative may direct the Contractor's attention by written notice to such failure and the Contractor shall undertake such corrective measures as is proper.

B. Materials and Construction.

The materials used for and the installation of all devices shall conform to the applicable provisions of STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION - 1974, OREGON STATE Highway Division, Section III and Manual of Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, latest edition.

C. Measurement and payment.

Unless otherwise specified, no payment will be made for "Temporary Protection and Direction of Traffic". Payment for all labor, equipment, materials, and incidentals required to perform the work specified herein shall unless otherwise specified be included in the bid prices for other appropriate bid items listed in the bid schedule.

TOP 15th AVE
OPTION "A"
UNIT

TOP 15th AVE
OPTION "A"
UNIT

TOP 15th AVE
OPTION "B" unit

BOP 15th AVE
OPTION "B"

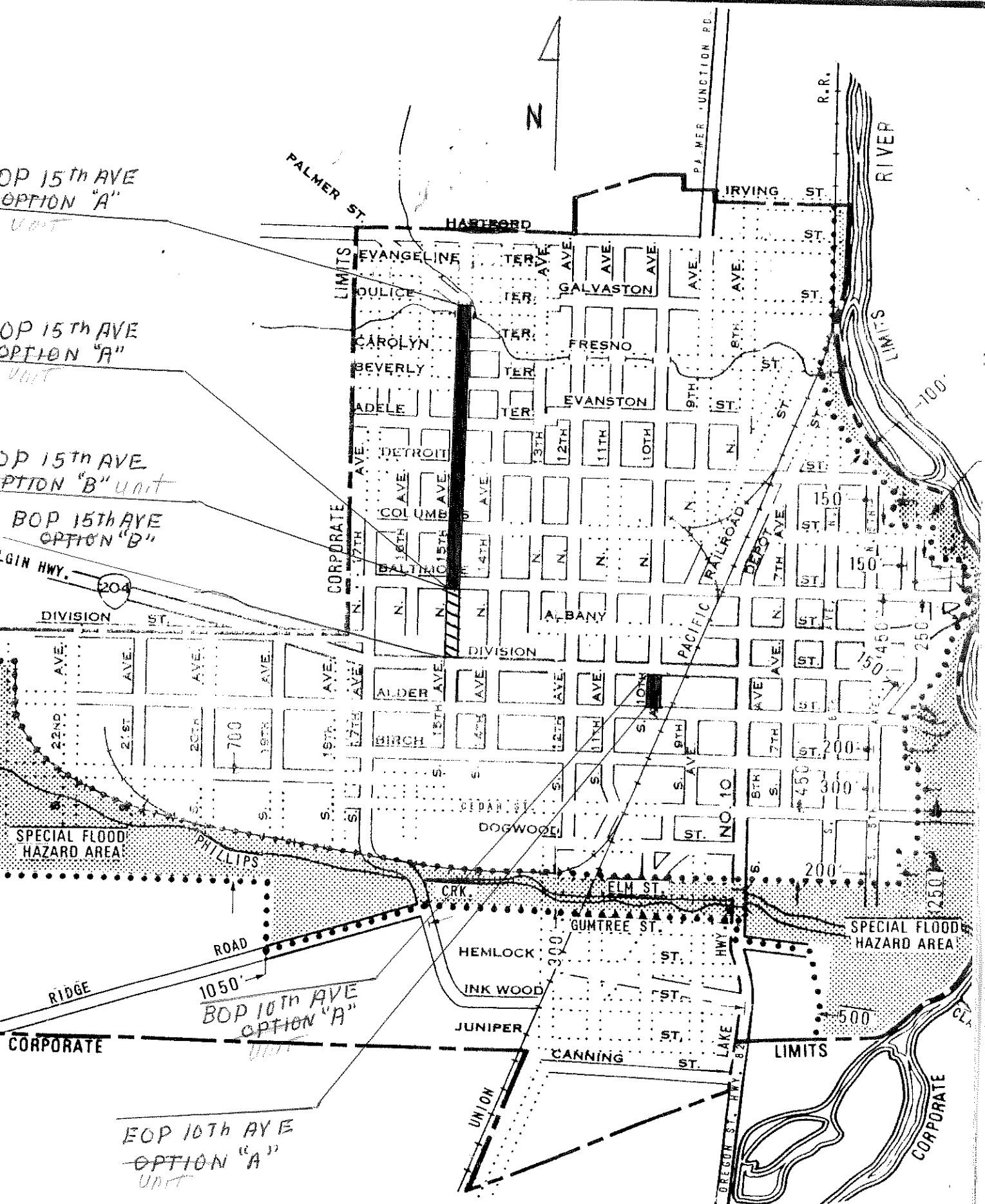
GIN HWY. 204

DIVISION ST.

SPECIAL FLOOD
HAZARD AREA

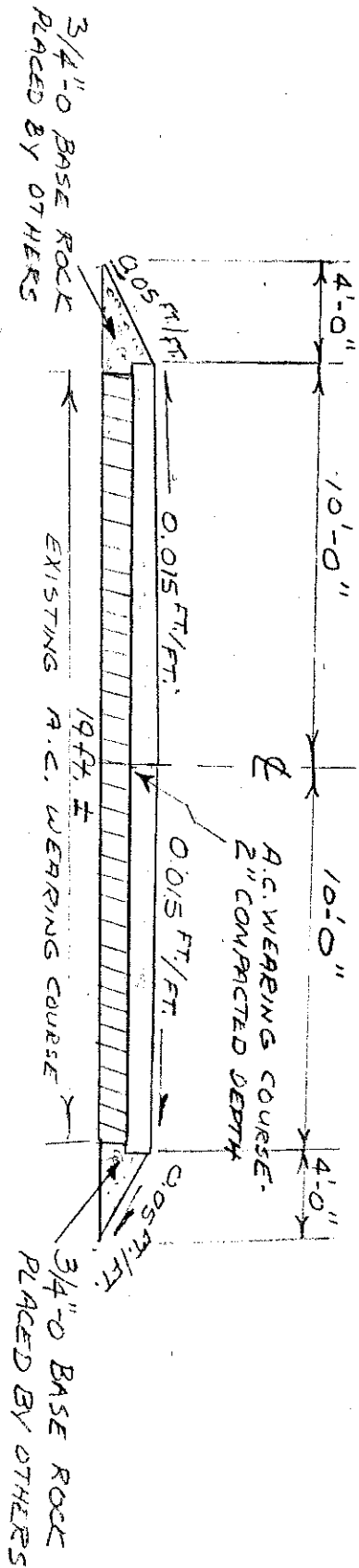
BOP 10th AVE
OPTION "A"
UNIT

EOP 10th AVE
OPTION "A"
UNIT

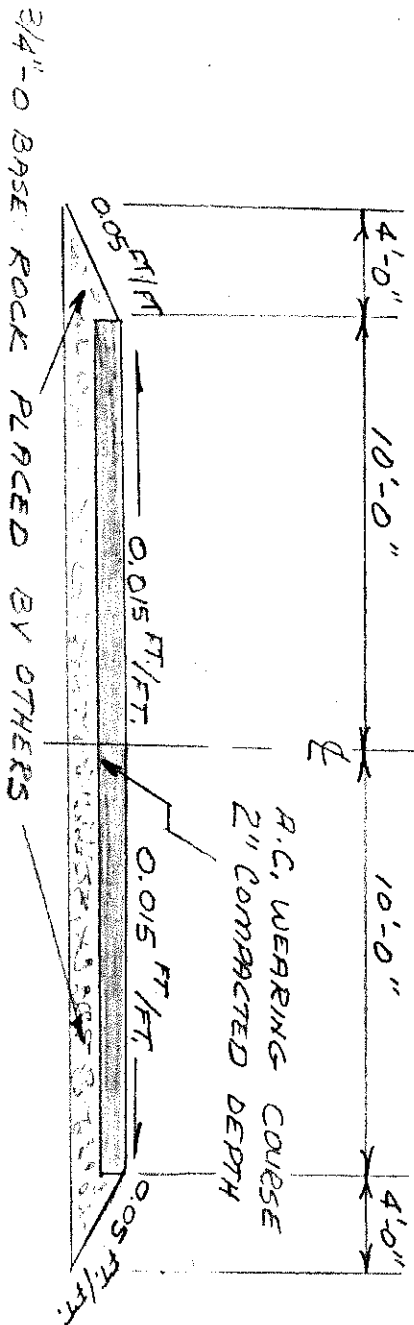


15th AVE. & 10th AVE. TYPICAL SECTION
 UNIT OPTION "A"
 N.T.S.

EXISTING A.C. WEARING
 COURSE TYPICAL

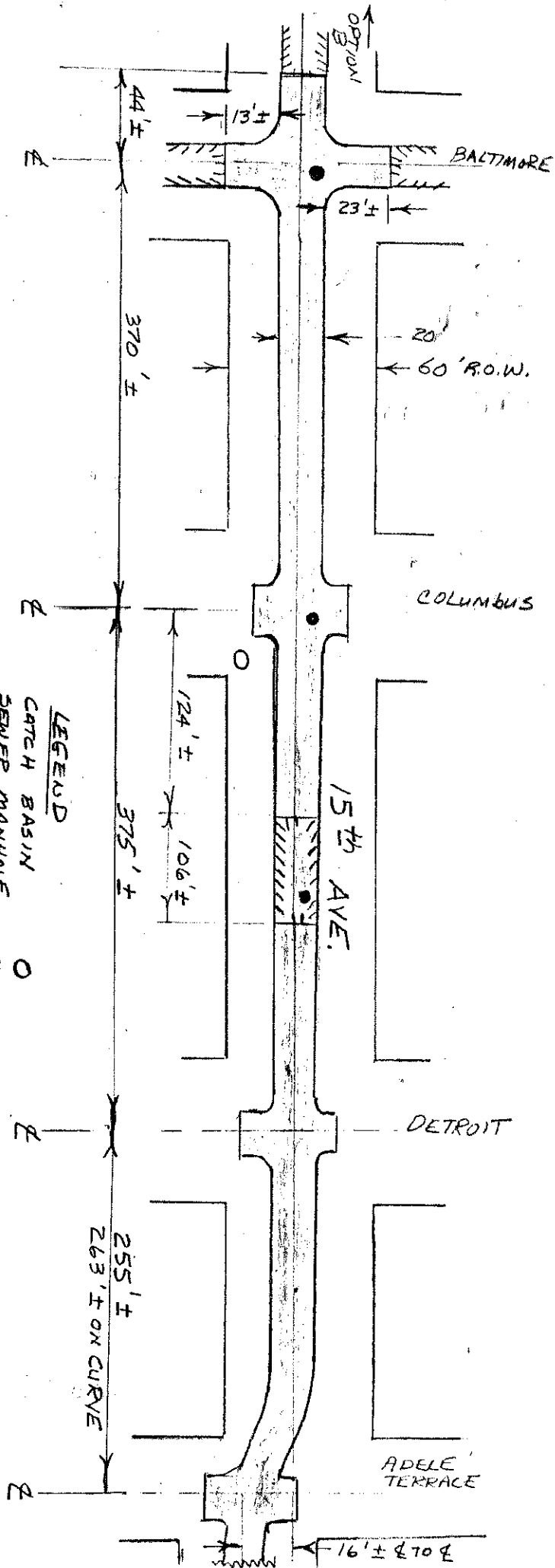
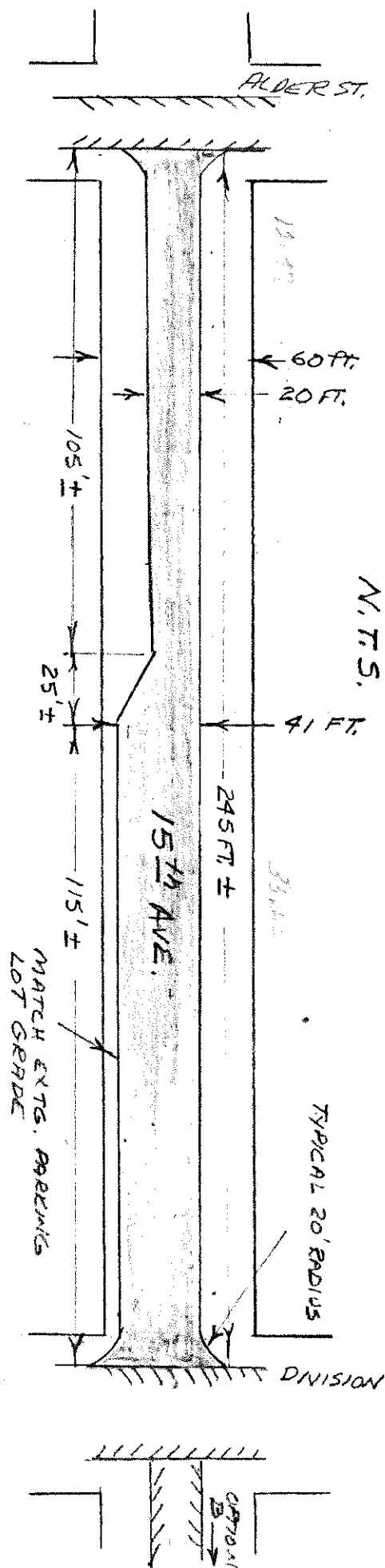


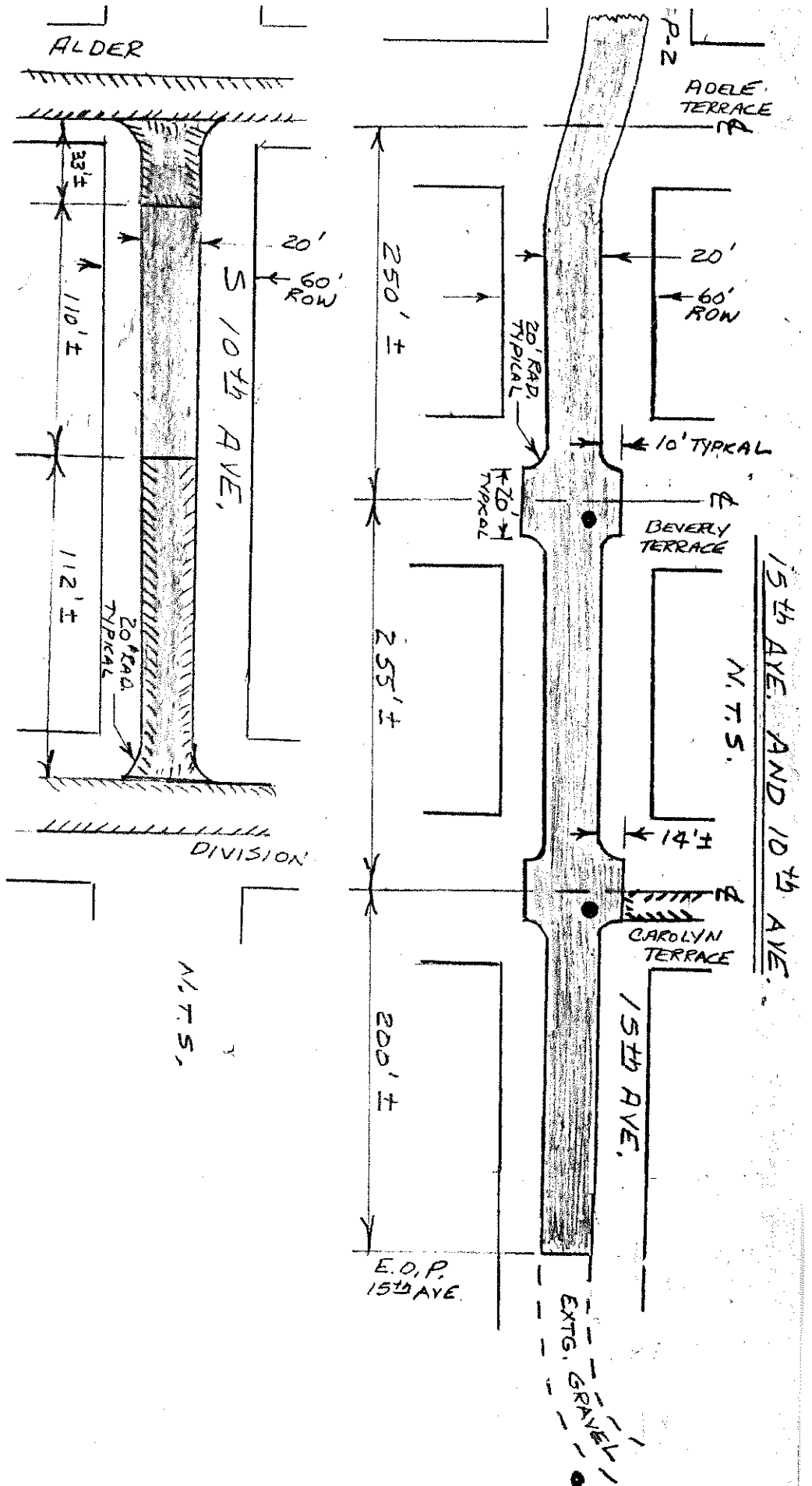
AREAS WITHOUT EXISTING
 WEARING COURSE
 TYPICAL



15th AVE. AND 10th AVE.

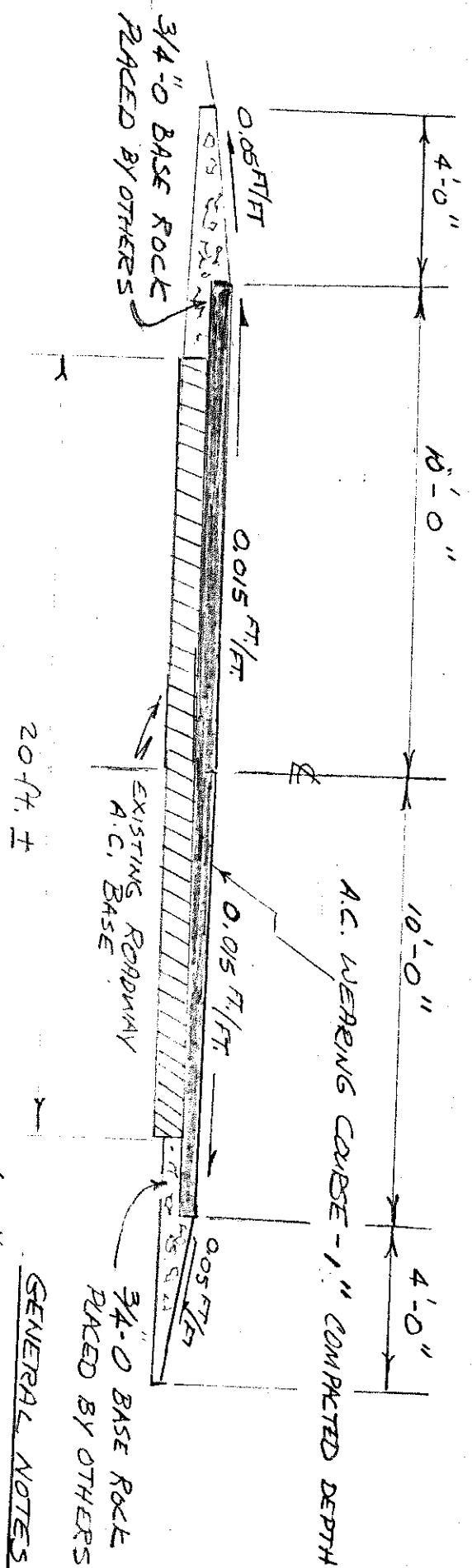
N.T.S.





GENERAL NOTES

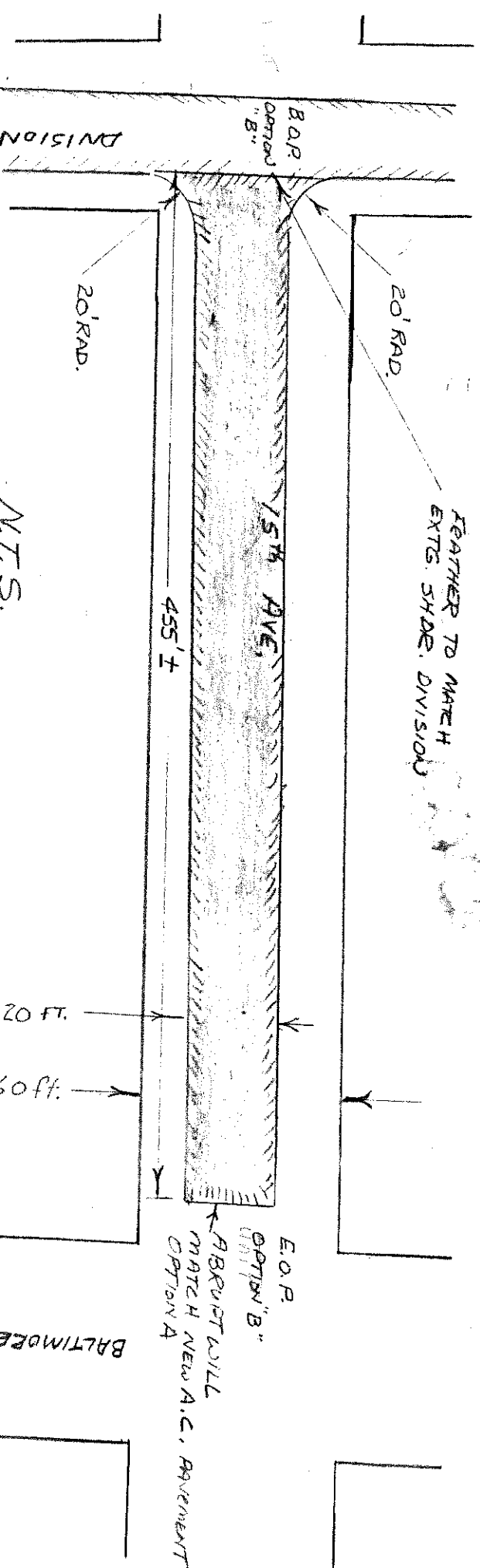
1. ALL INTERSECTION RADI SHALL BE 20' RAD. and either feathered or full depth to match EXTG. A.C. WERKING COURSE. AT INTERSECTIONS W/O EXTG. A.C. COURSE, radii and AREAS WILL BE FULL DEPTH AS SHOWN ON APPLICABLE TYPICAL SECTIONS.
2. ALL STREET ROW, IS 60 FT IF NOT NOTED ON PLANS, THE ACTUAL & OF THE NEW A.C. PAVEMENT MAY VARY FROM THE ACTUAL ROW & E, but FALLS WITHIN THE ROW.
3. ALL EXTG. WERKING COURSES JOINTS, feathered AREAS, and BASE MATL. SHALL HAVE A LIGHT THICK COAT APPLIED PRIOR TO PAVING.
4. ALL CONSTRUCTION STAKING WILL BE PERFORMED BY THE OWNERS REPRESENTATIVE AND BE ON 50 FT STATIONING.
5. ALL AREAS @ INTERSECTIONS WILL BE 20' WIDE AND 10' DEEP AND ARE STANDARD UNLESS OTHERWISE NOTED ON PLANS.
6. ALL SUBGRADE & 3/4" - 0 BASE MATERIAL PREPARATION IS PERFORMED BY OTHERS



15TH AVE. TYPICAL SECTION
 NOT OPTION "B" - DIVISION
 TO BALTIMORE
 N.T.S.

GENERAL NOTES

1. NEW A.C. WEARING COURSE
 ACTUAL & LOCATION MAY
 VARY FROM EXTS. AS TO
 FACILITATE ALIGNMENT
2. ALL EXTS. WEARING COURSE
 JOINTS, AND FEATHERED AGES
 WILL HAVE A LIGHT TACK COAT
 APPLIED PRIOR TO NEW PAVING.



I _____ hereby certify my Oregon State Taxes
are current.

Signed

Date